

# EXHIBIT A

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by the Parties and their counsel as of \_\_\_\_\_, 2021, in the case captioned *Timothy Haston v. Phillips & Cohen Associates, Ltd.*, No. 2:20-cv-01069-WSS, pending in the United States District Court for the Western District of Pennsylvania, and is submitted to the Court for approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

**RECITALS**

WHEREAS, Plaintiff filed a complaint in Timothy Haston, *on behalf of himself and those similarly situated*, against Phillips & Cohen Associates, Ltd.; which is currently pending in the Western District of Pennsylvania and bearing Docket Number 2:20-cv-01069-WSS (the “Action”) asserting claims under the Fair Debt Collection Practices Act, 15 U.S.C. §1692, *et seq.* (“FDCPA”);

WHEREAS, Defendant denies each and every one of the allegations of wrongful conduct and damages made by the Named Plaintiff; Defendant has asserted numerous defenses to Named Plaintiff’s claims; Defendant disclaims any wrongdoing or liability whatsoever; and Defendant further denies that this matter satisfies the requirements to be tried as a class action under Federal Rules of Civil Procedure, Rule 23;

WHEREAS, this Settlement Agreement has been reached after the Parties exchanged discovery and documents, testimony, and information relevant to the Named Plaintiff’s claims, and it is the product of sustained, arm’s-length settlement negotiations including formal mediation;

WHEREAS, the Named Plaintiff and Defendant recognize that the outcome of this matter is uncertain, and that a final resolution through the litigation process would require protracted adversarial litigation and appeals; substantial risk and expense; the distraction and diversion of the

Defendant's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims; and the Named Plaintiff, Defendant, and their counsel have agreed to resolve this matter as a class action settlement according to the terms of this Settlement Agreement; and

WHEREAS, the Parties believe that this Settlement Agreement is fair, reasonable, and adequate in its resolution of the claims brought because it: (1) provides for certification of a class even though the Court has not yet determined whether that claim could properly be brought as a class action, and Defendant maintains that certification of any class for trial purposes would not be proper under Federal Rules of Civil Procedure, Rule 23; (2) provides for a monetary payment to the members of the Settlement Class; and (3) provides relief to the proposed settlement class in exchange for releases tailored to the specific claim made against the Defendant;

NOW, THEREFORE, without: (1) any admission or concession on the part of Named Plaintiff of the lack of merit of the Litigation whatsoever; or (2) any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by Defendant, it is hereby stipulated and agreed by the undersigned on behalf of the Named Plaintiff, the Class, and the Defendant that this matter and all claims of the Class be settled, compromised, and dismissed on the merits and with prejudice as to Defendant, subject to Court approval, as required by Rule 23 of the Federal Rules of Civil Procedure, on the terms and conditions set forth herein.

The recitals above are true and accurate and are a part of this Settlement Agreement.

### **DEFINITIONS**

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

- 1.1. "Agreement" or "Settlement" means this Settlement Agreement.

1.2. “CAFA Notice” means notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described herein.

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 postcard notice, attached hereto as **Exhibit 1**, subject to Court approval, which the Settlement Administrator will mail, via U.S. mail, to each Settlement Class Member on the Class List.

1.5. “Claims Fund” means the fund that will be used to make payments to Claimants as described herein.

1.6. “Claim Deadline” means the date the Court establishes as the deadline by which Claimants must submit a valid Claim Form to the Settlement Administrator. The Parties shall jointly request that this date be sixty (60) days after the initial dissemination of notice.

1.7. “Class Counsel” means East End Trial Group LLC and Law Offices of Eugene D. Frank, P.C. representing the Named Plaintiff, and if approved by the Court, the Settlement Class.

1.8. “Class List” or “List” mean the list of Settlement Class Members, including individuals who may ultimately opt-out, that will be generated by Defendant as described below.

1.9. “Class Notice” means the postcard notice and the associated Claim Form, attached hereto as **Exhibit 1**, subject to Court approval, which the Settlement Administrator will mail, via U.S. mail, to each Settlement Class Member on the Class List.

1.10. “Court” means the United States District Court for the Western District of Pennsylvania where this Litigation is pending.

1.11. “Defendant” means Phillips & Cohen Associates, Ltd.

1.12. “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.

1.13. “FDCPA” means the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.*

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

1.15. “Settlement Class Members” means all persons residing in Delaware, Pennsylvania, New Jersey, and the U.S. Virgin Islands who, from April 1, 2020 through August 13, 2020, received a letter from Defendant that stated in some form that Defendant would assume the debt at issue in the letter was valid unless the consumer sent a written dispute to Defendant. The Settlement Class does not include Defendant’s officers, directors, and employees; Defendant’s attorneys; Named Plaintiff’s attorneys; and any Judge overseeing or considering the approval of the Settlement together with members of their immediate family and any judicial staff or anyone not on the Class List identified herein. The Settlement Class excludes any individuals who submit a valid exclusion request by the Opt-Out & Objections Deadline.

1.16. “Class Notice Plan” means the plan for providing notice of this settlement to the Settlement Class under Federal Rules of Civil Procedure, Rule 23(c)(2)(A) and (e)(1), as set forth herein.

1.17. “Settlement Class Released Claims” means those claims that the Settlement Class Members are releasing, as set forth herein.

1.18. “Settlement Class Website” means the Internet website to be established by the Settlement Administrator, as part of the Settlement Class Notice Plan.

1.19. “Final Judgment” or “Final Judgment and Order” means a final judgment and order of dismissal entered by the Court in this Litigation, in the form of **Exhibit 2** hereto, granting final approval of this Settlement Agreement (including addressing Class Counsel’s request for attorneys’ fees, costs, and other expenses and Named Plaintiff’s request for a Service Award), and entering a judgment according to the terms in this Settlement Agreement.

1.20. “Litigation” means *Timothy Haston v. Phillips & Cohen Associates, Ltd.*, No. 2:20-cv-01069-WSS, pending in the United States District Court for the Western District of Pennsylvania.

1.21. “Named Plaintiff” means Timothy Haston.

1.22. “Party” and “Parties” mean the Named Plaintiff, the Settlement Class, and the Defendant.

1.23. “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order in the form attached hereto as **Exhibit 3**, preliminarily approving the Settlement Class, preliminarily approving the proposed settlement, approving and directing the Settlement Class Notice Plan, appointing a Settlement Administrator, and appointing Class Counsel.

1.24. “Released Parties” means the Defendant and its predecessors, successors, and assigns; the present and former, direct and indirect, parents, subsidiaries, sister corporations, divisions, corporate affiliates, or associates of any of the above; and the present and former members, principals, partners, officers, directors, control persons, employees, insurers, customers, vendors, contractors, agents, attorneys, shareholders, advisors, assigns, and any person involved in any respect with regard to the Defendant’s conduct alleged in the Litigation, and representatives, of any of the above.

1.25. “Service Award” means the one-time payment to the Named Plaintiff, for the time and resources that he has put into representing the Settlement Class.

1.26. “Settlement Administrator” means, subject to Court approval, First Class, Inc..

1.27. “Settlement Agreement” means this Settlement Agreement and Release, including all attached Exhibits.

### **PRELIMINARY APPROVAL**

#### **2.1 Preliminary Approval Order.**

As soon as reasonably practicable, the Named Plaintiff shall file with the Court a Motion for Preliminary Approval of the Proposed Settlement; Conditional Certification of the Settlement Class, Appointment of Class Counsel; Approval and Direction of the Settlement Class Notice Plans; and Appointment of the Settlement Administrator. The Motion shall seek entry of an Order that would, for settlement purposes only:

- a) preliminarily approve this Settlement Agreement;
- b) preliminarily certify a settlement class under Federal Rules of Civil Procedure, Rule 23(b)(3), composed of the Settlement Class Members;
- c) appoint the Named Plaintiff and Class Counsel to represent the Settlement Class;
- d) approve the proposed Settlement Class Notice Plan, including the form of Notice substantially similarly to that attached as **Exhibit 1**; and
- e) appoint the Settlement Administrator.

#### **2.2 Class Certified for Settlement Purposes Only.**

Defendant contends that this Litigation, and the respective class alleged therein, could not be certified as a class action under Federal Rules of Civil Procedure, Rule 23, for trial purposes. Nothing in this Settlement Agreement shall be construed as an admission by Defendant that this Litigation or any similar case is amenable to class certification for trial purposes. To the contrary, Defendant and its affiliates believe that certification of the Settlement Class through a contested

motion for class certification in the non-settlement context would be improper. Furthermore, nothing in this Settlement Agreement shall prevent Defendant from opposing class certification or seeking de-certification of the conditionally-certified, tentative Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement in accordance with Section 6.1.

### **SETTLEMENT CLASS**

#### **3.1 Class Definition.**

For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, Named Plaintiff and Defendant agree to seek certification of a Settlement Class in the Litigation, which shall be defined as:

All persons residing in Delaware, Pennsylvania, New Jersey, and the U.S. Virgin Islands who, from April 1, 2020 through August 13, 2020, received a letter from Defendant that stated in some form that Defendant would assume the debt at issue in the letter was valid unless the consumer sent a written dispute to Defendant.

The Settlement Class does not include letters sent to anyone other than an individual consumer and does not include letters that Defendant received returned as undeliverable and for whom an updated address was not available. The Settlement Class does not include Defendant's officers, directors, and employees, Parties' counsel, any judge overseeing or considering the approval of the Settlement, together with members of their immediate family and any judicial staff. There are an estimated 7,202 Settlement Class Members.

#### **3.2 Settlement Class Notice Plan.**

**3.2.1. Class List of Settlement Class Members.** Within twenty-eight (28) days after Preliminary Approval, the Class List will be provided to the Settlement Administrator, which will include the following information for each Settlement Class Member:



- a) the Class Member's name; and
- b) the Class Member's last known postal address.

The Named Plaintiff, Class Counsel, and Settlement Class hereby acknowledge and agree that Defendant is providing the information referenced in this Section to the Settlement Administrator solely for the purpose of effecting the terms of this Settlement Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose. Defendant's inclusion of these individuals' personal information during this process is in no way an admission of liability by Defendant with respect to these individuals.

### **3.2.2 Court Appointment and Retention of Settlement Administrator.**

At the Preliminary Approval hearing, the Parties will propose that the Court appoint the Settlement Administrator, as defined above. 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 will provide monthly updates on the status of disbursements and cashed checks to counsel for the Parties.

### **3.2.3 Settlement Class Notice.**

Named Plaintiff, Defendant, and the Settlement Administrator have agreed that they will jointly recommend the Class Notice, substantially in the form attached as **Exhibit 1**, to the Court for approval. After the Court enters Preliminary Approval and within twenty-one (21) days of receiving the Class List from Defendant, the Settlement Administrator will send the Class Notice via U.S. mail, postage prepaid. Prior to mailing, the Settlement Administrator shall utilize the U.S. Postal Office's National Change of Address System.

For up to forty-five (45) days following the mailing of the Notice via U.S. Mail, the Settlement Administrator will re-mail the Class Notice via standard U.S. Mail, postage prepaid, to those Settlement Class Members whose notices were returned as undeliverable to the extent an alternative mailing address can be reasonably located. The Settlement Administrator will first attempt to re-mail the Notice to the extent that it received an address change notification from the U.S. Postal Service. If an address change notification form is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address.

After the forty-five (45) day re-mailing period, the Settlement Administrator shall send to Plaintiff and Defendant a list of each Class Notice or Claim Form returned as undeliverable. No later than fourteen (14) days before the final fairness hearing in this Litigation, the Settlement Administrator shall file proof of the mailing of the Class Notice with the Court.

The Class Notice and Claim Form explain to the Settlement Class Members their rights to make a claim, or opt out of, or object to the Settlement, and the deadlines by which to exercise those rights. They also summarize the benefits provided, and the claims to be released if the Class Member does not opt out. The mailed Class Notice and Claim Form will also direct Settlement Class Members to the Settlement Website for further information.

#### **3.2.4 Settlement Website.**

The Settlement Administrator also will create and maintain the Settlement Class Website to be activated no later than five (5) days prior to the mailing of the Notice described above. The Settlement Administrator's responsibilities will also include securing an appropriate URL. Before procuring an appropriate URL, the Settlement Administrator must first obtain approval of the URL from both Class Counsel and Defendant. The Settlement Class Website will host important settlement documents, such as the operative Complaint, the Long Form Notice (substantially in

the form attached as **Exhibit 4**), the Settlement Agreement, and the Preliminary Approval Order. In addition, the Settlement Class Website will include a Claim Form, a section for frequently-asked questions, and procedural information regarding the status of the Court-approval process, such as an announcement when the Final Approval Hearing is scheduled, when the Final Judgment and Order has been entered, when the Effective Date is expected or has been reached, and when payment will likely be mailed.

The Settlement Website will allow Settlement Class Members to submit an online Claim Form.

The Settlement Administrator will terminate the Settlement Class Website either: (1) one hundred eighty (180) days after the Effective Date; or (2) thirty (30) days after the date on which the settlement is terminated or otherwise not approved by the Court.

### **3.2.5 CAFA Notice.**

The Parties agree that the Defendant shall serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of this Settlement Agreement with the Court.

### **3.2.6 Claim Form.**

Settlement Class Members may submit a claim for monetary relief using the Claim Form attached to the postcard Class Notice (**Exhibit 1**), or through the online form on the Settlement Website.

A Claim Form is only valid if the Settlement Class Member provides all of the information requested on the Claim Form, the Settlement Class Member has certified that he or she received the letter at issue, and the Settlement Class Member sends the Claim Form in such a manner to the Settlement Administrator that it is received by, or postmarked by, the Claim Deadline.

The Plaintiff is deemed to have submitted a claim and does not need to submit a Claim Form.

The Settlement Administrator shall receive and process all Claim Forms. The Settlement Administrator shall disallow any claim when the Claim Form is not submitted timely or is not completed in accordance with the requirements in the Settlement Agreement or the Preliminary Approval Order. If the Settlement Administrator cannot evaluate the validity of a Claim Form using information already available to the administrator, the Settlement Administrator may reach out to Defendant to request the last four digits of the Social Security Number associated with the Settlement Class Member submitting the Claim Form.

If the Claim is disallowed for any reason, then the Settlement Administrator, within seven (7) days after the decision to disallow, shall notify the person who submitted the form by first class mail, with an electronic copy to Class Counsel and Defendant's Counsel: (a) that the claim has been disallowed in whole or in part; and, (b) the reasons for such disallowance. The Settlement Administrator shall include a clean copy of a Claim Form with the mailing. A person who submitted the form may, within fourteen (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 finally allowed or finally disallowed by the Settlement Administrator as above within seven (7) days after receipt of the resubmitted Claim Form. The Settlement Administrator shall notify the person who submitted the form, Class Counsel, and Defendant's Counsel with respect to any such decision on a resubmitted Claim Form.

### **3.2.7 Costs and Expenses.**

Within twenty-one (21) days after Preliminary Approval, Defendant will deposit twenty thousand dollars (\$20,000.00) to the Settlement Administrator to effectuate the Settlement Class Notice Plan. Should the Settlement 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 Defendant of any additional funds and Defendant shall deposit those funds to the Settlement Administrator within fourteen (14) days of any such notice. Defendant shall pay any and all costs to administer this Agreement and provide notice to the members of the class.

**3.2.8. Opt-Outs.**

All individuals on the Class List may opt out of the Settlement Class by submitting a valid request for exclusion. All opt-outs must be submitted by mail, in writing, addressed to the Settlement Administrator. The postmark deadline for requests for exclusion is sixty (60) days from the initial mailing of Class Notice and Claim Form. To be valid, the written request must state: “I do not want to be part of the Settlement Class in *Haston v. Phillips & Cohen Associates, Ltd.*,” or contain words to that effect. It must be signed and include the name of the individual on the Class List making the request, along with name, address, phone number, and last four digits of their social security number.

Notwithstanding the foregoing, no person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a request for exclusion of any other person on the Class List. Requests for exclusion submitted *en masse* will be invalid.

The Settlement Administrator shall provide copies of opt-outs received to the Parties no later than three (3) days after they are received by the Settlement Administrator. No later than fourteen (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 Defendant. 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. In the event of ambiguity as to whether someone has requested to be excluded, the individual shall be deemed not to have requested exclusion pursuant to this Section. No person who has opted out of the Settlement Class may object to any part of this Settlement Agreement.

**3.2.9. Objections.**

All Settlement Class Members, who do not opt-out in accordance with the terms above, and who intend to object to the Settlement, must file the objection with the Court, and serve copies on counsel for the Parties, no later than sixty (60) days following the initial mailing of Class Notice and Claim Form. The objection must include the following: (1) the 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 all 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, as well as true and correct 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 "*Haston v. Phillips & Cohen Associates, Ltd.*, Civil Action No. 2:20-cv-01069-WSS (W.D Pa.)."

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

### **SETTLEMENT CONSIDERATION**

#### **4.1 Claims Fund.**

Defendant shall deposit \$16,124.54 into the Claims Fund to the Settlement Administrator within fourteen (14) days of the Effective Date. Each Settlement Class Member is entitled to a *pro rata* portion of the Claims Fund. Within twenty-one (21) days of receiving the Claims Fund payment, the Settlement Administrator will allocate the Claims Fund and mail equal payments out of the Claims Fund to the Claimants via U.S. mail. The payment notices accompanying the payment check will notify the recipients that the checks must be cashed within ninety (90) days from the date on the payment notice and that the enclosed check will not be valid after that date. If any checks issued to Claimants remain uncashed after the stale date referenced above, the Settlement Administrator shall direct any remaining funds to a mutually agreeable *cy pres* recipient, which the Parties will jointly submit to the Court for approval, and which the Court subsequently approves.

#### **4.2 Release of All Claims.**

Upon the Effective Date, each member of the Settlement Class who has not validly excluded himself or herself, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands,

agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before the Effective Date whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued which he or she ever had or now has under the FDCPA, state equivalents, or common law resulting from, arising out of, or regarding the language contained in the letter at issue, which stated that Defendant would assume the debt at issue the letter was valid unless the consumer sent a written dispute to Defendant (the "Settlement Class Released Claims").

Subject to the Court's approval, the Settlement Class Members shall be bound by this Settlement Agreement and all of their Settlement Class Released Claims shall be dismissed with prejudice and released as against the Released Parties, even if the Settlement Class Member never received actual notice of the settlement prior to the Final Approval Hearing, never submitted a Claim Form, or never cashed a check received in connection with this settlement.

#### **4.3 Waiver of Unknown Claims.**

Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Litigation and the Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts, whether known or unknown. Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver and/or of any other applicable federal or state law relating to limitations on releases with respect to the Settlement Class Released Claims.



**4.4 Binding Release.**

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Judgment and Order, the foregoing releases, or any other provision of the Final Judgment and Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

**4.5 Attorneys' Fees, Service Awards and Cost.**

Defendant agrees to pay attorneys' fees and costs in the amount as the Court may award, as well as a Service Award up to \$2,500.00 if the Court awards a Service Award. Class Counsel will file an application with the Court seeking attorneys' fees and costs for the time spent and costs incurred by Class Counsel to the date that a Final Approval Hearing is conducted, and for approval of a Service Award of up to \$2,500.00. These applications will be filed and served twenty-four (24) days prior to the date the Final Approval Hearing, and Defendant's opposition and Plaintiff's reply will be filed consistent with the Court's Local Rules. Class Counsel will file supplemental fee application(s) for any further time spent and costs incurred beyond that date. Defendant shall be given proper notice of such applications and afforded the opportunity to file an objection to the amount of the attorneys' fees and costs sought by Class Counsel; however, Defendant agrees and shall not object to Class Counsel's entitlement to reasonable attorneys' fees and costs in any fee application.

Any attorneys' fees and costs or Service Award approved by the Court shall be paid separately from the Claims Fund or any amounts paid to cover notice and settlement administration and shall not affect the Claims Fund, or any amounts paid to cover notice and settlement administration. Any Service Award approved by the Court shall be paid to the Settlement

Administrator within fourteen (14) days of the Effective Date. Any attorneys' fees and costs awarded by the Court shall be paid to the Settlement Administrator within fourteen (14) days following the entry of an Order awarding attorneys' fees and/or costs to Class Counsel or, if any party appeals any order awarding attorneys' fees and costs to Class Counsel, within ten (10) days after the day of final dismissal of the appeal or affirmance of the order awarding attorneys' fees and costs to Class Counsel that is not subject to further review by any court with appellate jurisdiction over the litigation. Within twenty-one (21) days of receiving payments to cover any Court-approved attorneys' fees and costs, or any Service Award, the Settlement Administrator shall distribute any Court-approved attorneys' fees and costs and Service Award.

The Court shall consider the application for attorneys' fees and costs, and the Service Award, and any and all matters related thereto, separately from the fairness, reasonableness and adequacy of the Settlement Agreement. The Settlement Agreement is not conditioned on approval of attorneys' fees and costs, or any Service Award, in the requested amounts or in any amount. The Court's ruling on the application or applications for such amounts will not operate to terminate or cancel the Settlement Agreement.

#### **ENTRY OF FINAL JUDGMENT AND ORDER**

5.1 The Parties shall jointly seek entry by the Court of a Final Judgment and Order in the form of **Exhibit 2** hereto, which includes the following provisions (among others):

- a) granting final approval of this Settlement Agreement, and directing its implementation pursuant to its terms and conditions;
- b) ruling on Class Counsel's applications for attorneys' fees, costs, and other expenses;
- c) discharging and releasing the Released Parties, and each of them, from the Settlement Class Released Claims;

- d) permanently barring and enjoining all Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Settlement Class Released Claims;
- e) directing that the Litigation be dismissed with prejudice and without costs;
- f) stating pursuant to Federal Rules of Civil Procedure, Rule 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- g) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order.

### **MISCELLANEOUS PROVISIONS**

#### **6.1 Termination.**

Defendant's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, 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 approval of the proposed Settlement; b) more than fifty (50) individuals on the Class List opt-out of the proposed Settlement; c) the Court fails to enter a final order consistent with the provisions of this Settlement Agreement; d) the settlement of the Settlement Class is not upheld on appeal, including review by the United States Supreme Court; e) 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 f) either Parties or their counsel commit a material breach of the Settlement Agreement before entry of the Final Judgment and Order.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses would not be grounds for Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement. The failure of the Court or any appellate court to approve in full the request of Plaintiff for his Service Award would not be grounds to terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Court shall decertify the Settlement Class; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, will be without prejudice to any Party and may not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties would stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

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

Named Plaintiff and Defendant, and the Parties' 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.

**6.3 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 Defendant related to a Settlement Class Member's Released Claims; and (2) over any determination of whether a subsequent lawsuit is released by the Settlement Agreement. Any such subsequent lawsuit against Defendant necessarily raises the threshold issue of whether the plaintiff in such suit is a member of the Settlement Class in this Litigation such that his or her subsequent suit is prohibited under the terms of this Settlement Agreement.

**6.4 Settlement Notices.**

Except for the Settlement Class Notice Plan, as provided for above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy by email: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) 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  
Kevin Tucker  
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  
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3202 McKnight East Drive  
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(412) 366-4276  
[efrank@edf-law.com](mailto:efrank@edf-law.com)

For Defendant:

Victoria D. Summerfield  
TROUTMAN PEPPER HAMILTON SANDERS, LLP  
Union Trust Building  
501 Gran St., Suite 300  
Pittsburgh, PA 14219  
(412) 454-5033  
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Ethan G. Ostroff  
TROUTMAN PEPPER HAMILTON SANDERS, LLP  
222 Central Park Ave., Ste. 2000  
Virginia Beach, VA 23462  
[ethan.ostroff@troutman.com](mailto:ethan.ostroff@troutman.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.

**6.5 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, and their counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. This Settlement Agreement shall not be modified except by a writing executed by all the Parties.

**6.6 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.

**6.7 Severability.**

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, with the exception of release included herein, this Agreement shall continue in full force and effect without said provision to the extent Defendant does not exercise its right to terminate.

**6.8 No Party Is the Drafter.**

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement 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.

**6.9 Binding Effect.**

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Named Plaintiff, the Settlement Class, the Defendant, the Released Parties, and their respective successors and assigns.

**6.10 Authorization to Enter Settlement Agreement.**

The individual signing this Settlement Agreement on behalf of the Defendant represents that he or she is fully authorized by the Defendant to enter into, and to execute, this Settlement Agreement on its behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Defendant on behalf of Named Plaintiff, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e). The Named Plaintiff enters into and executes this Settlement Agreement on behalf of himself, and as a representative of and on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e). All parties to this Settlement Agreement acknowledge that the Named Plaintiff to this Settlement Agreement is currently involved in a pending Chapter 13 Bankruptcy Case filed within the United States Bankruptcy Court for the Western District of Pennsylvania (the “Bankruptcy Court”) at Case Number 20-21758-CMB and, accordingly, the Service Award as well as Class Counsel attorneys’ fees and costs (on a pro-rata basis) will require Bankruptcy Court approval prior to consummation of the Settlement Agreement.

**6.11 Execution in Counterparts.**

Named Plaintiff, Class Counsel, Defendant, and Defendant’s counsel may execute this Settlement Agreement 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. This Settlement Agreement shall not be deemed executed until signed by all Named Plaintiff, by all Class Counsel, and by counsel for and representatives of Defendant.

**Named Plaintiff:**

**Defendant**

---

Timothy Haston

---

Phillips & Cohen Associates, Ltd.

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

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

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

**Counsel for Defendant**

---

Kevin Abramowicz  
Kevin Tucker  
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)

---

Victoria D. Summerfield  
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501 Gran St., Suite 300  
Pittsburgh, PA 14219  
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Eugene D. Frank  
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3202 McKnight East Drive  
Pittsburgh, PA 15237  
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Ethan G. Ostroff  
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SANDERS, LLP  
222 Central Park Ave., Ste. 2000  
Virginia Beach, VA 23462  
(757) 687-7541  
[ethan.ostroff@troutman.com](mailto:ethan.ostroff@troutman.com)



# EXHIBIT 1

COURT ORDERED  
NOTICE

*Timothy Haston v.  
Phillips & Cohen  
Associates, Ltd.*

Class Action Claim  
Form

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

*Haston v. PCA*  
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-01069-WSS

*Haston v. PCA*  
c/o Settlement Administrator

XXX  
XXXXX



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

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

Name/Address Changes:

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

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

You may also make a claim or request your report online at [www.xxxx.com](http://www.xxxx.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 PCA indicating that PCA would assume a debt was valid unless a written dispute was sent to PCA.**

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.xxxx.com](http://www.xxxx.com).

A settlement has been reached in the class action lawsuit (the "Litigation") against Phillips & Cohen Associates, Ltd. ("PCA") for alleged violations of the Fair Debt Collection Practices Act ("FDCPA"). Plaintiff claims that PCA violated the FDCPA by sending letters to consumers stating that PCA would assume the debt at issue was valid unless the consumer sent a written dispute to PCA. PCA vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continued litigation. This Notice summarizes the proposed Settlement. The complete Settlement terms and conditions are available in the Settlement Agreement at [www.xxxxx.com](http://www.xxxxx.com). You may also contact the Settlement administrator at [redacted] or the lawyers representing the Settlement Class at: for Kevin Abramowicz or Kevin Tucker, 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?** PCA's records indicate that you may be a member of the Class. The Class includes all consumers whom PCA's records reflect received a letter from April 1, 2020 through August 13, 2020 from PCA wherein PCA indicated that it 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, you submit a Claim Form within the deadline, and you do not opt out, you will receive a cash payment. The total settlement fund for the members of the class is \$16,124.54. The amount each Claimant may receive will vary depending on the number of claims received.

**How Do I Get a Payment?** You must submit a timely and properly completed Claim Form postmarked no later than **xxxx**. You may use the Claim Form attached to this Notice or complete one online at [www.xxxxx.com](http://www.xxxxx.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 PCA over matters related to this suit and to object to the Settlement of this suit. (2) Exclude Yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator postmarked by **xxxxx**, that includes the statement you want to be excluded from the Class in *Haston v. PCA*, and includes your name, contact information, and last four of your SSN. If you exclude yourself, you will not receive a settlement payment, but you retain any rights you may have to sue PCA over the legal issues in this Litigation. (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 mailed by first class mail to the Settlement Administrator and attorneys for the parties, and postmarked no later than **xxxxx**. Specific instructions on how to object to or exclude yourself from the Settlement are available at [www.xxxxx.com](http://www.xxxxx.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 from in an amount to be determined by the Court. The Class Representative will also petition for a Service Payment not to exceed \$2,500, subject to Court approval. These amounts will be paid separately from the \$16,124.54 settlement fund 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.mnshorttermloanclassaction.com](http://www.mnshorttermloanclassaction.com), or contact the Settlement Administrator at 1-800-566-0684.

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

Business Reply Mail  
Artwork

# EXHIBIT 2

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

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

*Plaintiff,*

v.

PHILLIPS & COHEN ASSOCIATES, LTD  
AND JOHN DOES 1-5,

*Defendant(s).*

Civil Action No.: 2:20-cv-01069-WSS

**ORDER GRANTING FINAL  
APPROVAL TO CLASS ACTION  
SETTLEMENT**

**THIS MATTER** having come before the Honorable William S. Stickman IV, at a Fairness Hearing to determine whether the proposed Settlement Agreement between the parties is fair, reasonable and adequate, to consider Class Counsel's application for an award of attorneys' fees and costs, and to consider the incentive award to the Plaintiff; and the Plaintiff and Settlement Class members being represented by Class Counsel and Defendant being represented by its attorneys;

**AND THE COURT**, having read and considered the Settlement Agreement and all the papers appurtenant thereto submitted by the Parties and filed by Class Counsel, having reviewed and considered Plaintiff's brief and the declarations submitted in support of the application, the oral arguments of counsel presented to the Court, if any, and all papers filed and proceedings had herein, and for good cause appearing, the Court finds the following:

1. On \_\_\_\_\_, 2021, the Court preliminarily approved the class settlement in this action where Plaintiff's alleged violations of the Fair Debt Collection Practices Act, 15 *U.S.C.* §1692 *et seq.* The Court preliminarily certified a Settlement Class for settlement purposes, appointed a Settlement Administrator, approved Plaintiff as the Settlement Class Representative,

and appointed East End Trial Group LLC and the Law Offices of Eugene D. Frank, P.C. as Settlement Class Counsel.

2. The Settlement Class preliminarily certified by the Court was defined as:

All persons residing in Delaware, Pennsylvania, New Jersey, and the U.S. Virgin Islands who, from April 1, 2020 through August 13, 2020, received a letter from Defendant that stated in some form that Defendant would assume the debt at issue in the letter was valid unless the consumer sent a written dispute to Defendant.

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

4. The Settlement Class database provided by Defendant to the Settlement Administrator ultimately included XXX unique individuals, not including the Plaintiff, and Notice was mailed to those XXX members of the Settlement Class.

5. The Settlement Administrator has reported to the Court that: the mailing was generally successful; that no Settlement Class Member has raised an objection to the settlement; and that no Settlement Class members requested to be excluded from the Settlement Class.

6. The Court has not received any objections to the settlement.

7. Plaintiffs now request final approval of the settlement.

8. The Court has considered the Settlement Agreement, the Brief and Declarations submitted in support of it, the accompanying documents, and the record.

**NOW, THEREFORE IT IS HEREBY ORDERED THAT:**

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

10. The application for Final Approval of the proposed settlement is GRANTED, the Settlement Class is certified for purposes of the effectuating the settlement and the parties are

hereby ordered to consummate the settlement according to the terms of the Settlement Agreement and as set forth in this Order.

11. The Court finds that the settlement, on the terms and conditions set forth in the Settlement Agreement, filed as Exhibit A to the XXX Declaration, 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.

12. 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.

13. As set forth in the Settlement Agreement, within fourteen (14) days from the Effective Date, Defendant shall fund it in the amount of \$16,124.54 for the Claims Fund.

14. No later than twenty-one (21) days after this payment, the Settlement Administrator shall mail each Settlement Class member his or her check according to the process set forth in the Settlement Agreement.

15. As set forth in the Settlement Agreement, funds from uncashed checks shall be paid as a *cy pres* award to “Neighborhood Legal Services,” which the Court finds to be an appropriate *cy pres* recipient. The Court directs Class Counsel to disburse payment in accordance with the terms of the Settlement Agreement.

16. For his efforts on behalf of the Settlement Class and to settle his individual claims, Defendant shall pay \$2,500 to Plaintiff in the manner set forth in the Settlement Agreement within fourteen (14) days of the Settlement Agreement’s Effective date.

17. Upon entry of this Order and final approval of the settlement, Plaintiff and each member of the Settlement Class who has not been excluded will release Defendant as follows:

Each member of the Settlement Class who has not validly excluded himself or herself, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever arising before the Effective Date whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued which he or she ever had or now has under the FDCPA, state equivalents, or common law resulting from, arising out of, or regarding the language contained in the letter at issue, which stated that Defendant would assume the debt at issue the letter was valid unless the consumer sent a written dispute to Defendant (the “Settlement Class Released Claims”).

Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Litigation and the Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts, whether known or unknown.

18. Defendant shall pay Class Counsel’s fees and costs in the amount of \$XXXX, which payment includes costs and expenses, time already spent and time to be spent attending hearings, and the monitoring of the settlement. This amount does not include any time, if



necessary, to enforce any breach of the settlement agreement. The fees are in addition to the settlement benefits each Settlement Class member will be receiving and are the sole property of Class Counsel, not Plaintiffs or the Settlement Class members. The Court finds that this award is fair and reasonable. Pursuant to the Settlement Agreement, this payment shall be made within fourteen (14) days of the date of this Order, subject to either party's right to appeal, in the manner set forth in the Settlement Agreement.

19. The Final Judgment enjoins prosecution by Plaintiff and all of the Settlement Class Members of any of the released claims.

20. Final Judgment is hereby entered in this action, consistent with the terms of the Settlement Agreement.

21. This Order is not, and shall not be construed as, an admission by Defendant or finding by the Court of any liability or wrongdoing by Defendant in this or in any other proceeding.

22. This Action against the Defendant 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.

**IT IS SO ORDERED.**

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

\_\_\_\_\_  
WILLIAM S. STICKMAN IV  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 3

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

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

*Plaintiff,*

v.

PHILLIPS & COHEN ASSOCIATES, LTD  
AND JOHN DOES 1-5,

*Defendant(s).*

Civil Action No.: 2:20-cv-01069-WSS

**ORDER GRANTING PRELIMINARY  
APPROVAL TO CLASS ACTION  
SETTLEMENT**

**THIS MATTER** having been brought before the Court to conduct a preliminary review to determine whether the proposed Settlement Agreement between the parties is fair, reasonable and adequate, to provisionally certify the Settlement Class, to address the appointment of Class Counsel and Class Representative, to provide Notice to the Settlement Class, and to schedule a Fairness Hearing; and the Plaintiff and Settlement Class members being represented by Plaintiff's counsel and Defendant being represented by its attorneys;

**AND THE COURT**, having read and considered the Settlement Agreement and other papers submitted by counsel for the parties, having reviewed and considered the Memorandum in Support of the Motion for Preliminary Approval of Class Action Settlement, and the declarations submitted in support of the motion, the oral arguments of counsel presented to the Court, if any, and all papers filed and proceedings had herein, and for good cause appearing, the Court finds the following:

1. This litigation was commenced by Plaintiff as a class action against Defendant in this Court.

2. In the Class Action Complaint, Plaintiff alleges that Defendant violated the Federal Fair Debt Collection Practices Act (“FDCPA”) (15 U.S.C. § 1692 *et seq.*), when it sent collection letters to Plaintiff and members of the putative classes.

3. Defendant has denied any and all liability alleged in the Complaint.

4. As a result of arm’s-length negotiations between the Parties via counsel, which included a mediation, the Parties reached a settlement that provides, among other relief, monetary relief to the Settlement Class members.

5. Plaintiff now requests Preliminary Approval of a Settlement Class, pursuant to Fed. R. Civ. P. 23(b)(3).

**NOW, THEREFORE IT IS HEREBY ORDERED THAT:**

6. The Motion for Preliminary Approval of the proposed settlement is GRANTED, and the Parties are hereby ordered to comply with the schedule as set forth in this Order, and to comply with the terms of the Settlement Agreement.

7. The Court has jurisdiction over the subject matter of this action and over all Parties hereto.

8. Pursuant to Fed. R. Civ. P. 23(b)(3), the following Settlement Class is certified for purposes of settlement:

All persons residing in Delaware, Pennsylvania, New Jersey, and the U.S. Virgin Islands who, from April 1, 2020 through August 13, 2020, received a letter from Defendant that stated in some form that Defendant would assume the debt at issue in the letter was valid unless the consumer sent a written dispute to Defendant.

9. 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. 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

10. 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.

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

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

13. The Settlement Agreement provides in part for Defendant to (1) establish a \$16,124.54 Claims Fund for the class; (2) pay any and all costs to administer the settlement; (3) pay the Named Plaintiff's individual statutory damages and incentive payments, subject to

approval by the Court; and (4) pay attorneys' fees and costs in the amount approved by the Court pursuant to the FDCPA.

14. XXX is approved and appointed as the Notice and Settlement Administrator. The Settlement Administrator shall be responsible for providing Notice and administering the settlement according to the terms set forth in the Settlement Agreement and as ordered herein.

15. No later than twenty-eight (28) days after the entry of this Order, Defendant shall provide the Settlement Administrator with an electronic database containing the identifying information of Settlement Class Members pursuant to the Settlement Agreement.

16. The Court finds that the mailing and distribution of the Settlement Class Notice attached as Exhibit 1 to the Settlement Agreement in the manner set forth herein and the Settlement Agreement is the best notice practicable under the circumstances, 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.

17. The Settlement Administrator shall cause the Notice to be postmarked and mailed to all Settlement Class members in accordance with the terms of the Settlement Agreement no later than twenty-one (21) days after receipt of the class list as described in Paragraph 15.

18. Any Member of the Settlement Class may elect to be excluded from the Settlement by opting out of the Settlement Class. Those who choose to exclude themselves must submit a signed request for exclusion to the Settlement Administrator as set forth in the Notice. To be effective, a Request for Exclusion must be received by the Settlement Administrator by no later than sixty (60) days after the deadline for mailing the Notice or the next business day thereafter if that day is on a weekend or holiday.

19. By no later than fourteen (14) days before the Final Approval 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.

20. All Class Members 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. All those who submit valid and timely Requests for Exclusion shall have no rights under the Settlement Agreement and shall not be afforded any of the relief described in the Settlement Agreement. Any member of the Settlement Class who excludes himself or herself from the Settlement Class cannot object to the terms of the settlement.

21. No later than ten (10) days after the filing of the Motion for Preliminary Approval, Defendant shall serve the Notifications to appropriate officials, as required by the Class Action Fairness Act (28 U.S.C. §§ 1332(d), 1715), and notify Class Counsel of same.

22. A Fairness Hearing shall be held before this Court at \_\_\_\_\_ a.m. or p.m., on \_\_\_\_\_, at the United States Courthouse, Western District of Pennsylvania 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 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.

23. 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 twenty-four (24) days prior to the date of the Final Fairness Hearing.

24. Any Member of the Settlement Class may appear, in person or through counsel (at their own expense), at the aforementioned Fairness Hearing and be heard in support of or in opposition to the fairness, reasonableness, and adequacy of the proposed Settlement, award of counsel fees, reimbursement of costs and expenses, and incentive payment to the Class Representative provided, however, no person shall be heard in opposition to the proposed Settlement or the award, and no paper or brief submitted by such person shall be received or considered by the Court unless such person has timely filed with the court a written objection and sent a copy to Class Counsel, Defendant's Counsel and the Court in the manner described in the Notice.

25. Objections not conforming to the requirements set forth herein and in the Notice may be stricken and not considered or heard by this Court. To be effective, a written objection must contain the objector's name and address, a sentence stating that to the best of his or her knowledge s/he is a Settlement Class member, a statement of each objection being made; a description of the facts and legal basis for each objection; a statement of whether the objector and/or his/her lawyer intends to appear at the Fairness Hearing; a list of witnesses whom the objector may call by live testimony, oral deposition testimony or affidavit during the Fairness Hearing; and a list of exhibits which the objector may use during the Fairness Hearing, along with



copies of all of the exhibits, and it must be received by the Court, Class Counsel and Defendant's Counsel by no later than sixty (60) days after the deadline for mailing the Notice or the next business day thereafter if that day is on a weekend or holiday.

26. In the event that the Settlement Agreement is not approved by the Court, or if approval of the Settlement Agreement, including the entry of the Preliminary Approval Order or the Final Order and Judgment, is reversed or modified on appeal (except for the modification of any attorneys' fee award), or this Settlement Agreement otherwise fails to become effective for any reason, then the Preliminary Approval Order and the Final Order and Judgment, including, but not limited to, the preliminary class certification entered to effectuate the Settlement Agreement, and all findings of fact and conclusions of law therein, shall be automatically dissolved *ab initio* without further order of the Court, and become null and void and of no force and effect, and in such event all *status quo ante* rights of Defendant to, among other things, (i) oppose any subsequent efforts by the Named Plaintiffs to certify this action as a class action, and (ii) all other defenses, rights, and positions shall in all respects be unaffected and preserved, as shall all rights of Plaintiffs and the Settlement Classes to continue to proceed with the litigation.

**IT IS SO ORDERED.**

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

\_\_\_\_\_  
WILLIAM S. STICKMAN IV  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 4

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

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

**TIMOTHY HASTON,**

*Plaintiff,*

v.

**PHILLIPS & COHEN  
ASSOCIATES, LTD.,**

*Defendant.*

Case No. 2:20-cv-01069-WSS

**NOTICE OF CLASS ACTION SETTLEMENT**

<b>IF YOU SUBMIT A CLAIM FORM</b>	You have the right to submit a claim if you received a letter from Phillips & Cohen Associates, Ltd. (“PCA”) dated between April 1, 2020 and August 13, 2020 where such letter indicated that PCA would assume the debt at issue was valid unless the consumer sent a written dispute. You can submit the enclosed claim form, or fill out and submit a claim at <a href="http://www.XXXX.com">www.XXXX.com</a> , to receive a cash payment. The claim form deadline is [REDACTED]. 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 PCA. The full release and definition of the released parties are available on the settlement website, <a href="http://www.xxxxx.com">www.xxxxx.com</a> .
<b>IF YOU DO NOTHING</b>	If the Court approves the Settlement and you do nothing, you will release certain claims and remedies that you have against PCA. The full release and definition of the released parties are available on the settlement website, <a href="http://www.xxxxx.com">www.xxxxx.com</a> . If you fail to submit a claim form, you will not receive a settlement 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. PCA</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 write to the Court to object to the Settlement if you believe it is unfair. The objection deadline is [REDACTED].

These rights and options - **and the deadlines to exercise them** - are explained in this Notice. The Court still has to decide whether to approve the Settlement. Payments will be made on valid and timely claims if the Court approves the Settlement and after any appeals are resolved.

**WHAT IS THIS LAWSUIT ABOUT?**

**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**

Plaintiff Timothy Haston (“Mr. Haston”), on behalf of himself and all others similarly situated, filed a class action lawsuit in federal court against Phillips & Cohen Associates, Ltd. (“PCA”), alleging that PCA violated the Fair Debt Collection Practices Act (“FDCPA”). The FDCPA requires debt collectors to inform a 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 PCA violated the FDCPA when PCA 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.

PCA denies that it did anything wrong or that it violated any laws. The Court has not determined that PCA 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 consumers whom PCA’s records reflect were sent a letter dated between April 1, 2020 and August 13, 2020 where the letter stated that the debt at issue would be assumed valid unless the consumer disputed the debt in writing.

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

A \$16,124.54 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 PCA 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 enclosed claim form, or fill out and submit a claim at [www.XXXX.com](http://www.XXXX.com), to be eligible to receive a cash payment. 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  
6901 Lynn Way, Suite 215  
Pittsburgh, PA 15208  
(412) 223-5740  
[kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@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**

[ktucker@eastendtrialgroup.com](mailto:ktucker@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 attorneys’ fees and costs in an amount to be awarded by the Court. Class Counsel will also seek a service award in an amount not to exceed \$2,500 to be paid to Mr. Haston for his services in representing the Settlement Class, subject to Court approval. These attorneys’ fees, costs, and service award payments will be paid separate from the \$16,124.54 Claims Fund established 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 seeking actual, statutory and punitive damages against PCA based on the letter PCA sent to you informing you that it would assume the debt at issue was valid unless you sent a written dispute. Giving up your legal claims is called a release.

**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 an exclusion. If you wish to be excluded, you must mail a written request for exclusion addressed to “Exclusion—*Haston v. PCA* Settlement Administrator” at [redacted]. Your request for exclusion 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. PCA*.” The request must be signed and 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 so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

**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. 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 “*Haston v. Phillips & Cohen Associates, Ltd.*, Civil Action No. 2:20-cv-01069.” The deadline to file an objection and to serve it on each of the lawyers is [redacted]. The attorneys are:

Kevin Abramowicz Kevin Tucker	XXX
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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](mailto:KABRAMOWICZ@EASTENDTRIALGROUP.COM)**

<p>East End Trial Group LLC 6901 Lynn Way, Suite 215 Pittsburgh, PA 15201 (412) 223-5740 <a href="mailto:kabramowicz@eastendtrialgroup.com">kabramowicz@eastendtrialgroup.com</a> <a href="mailto:ktucker@eastendtrialgroup.com">ktucker@eastendtrialgroup.com</a></p> <p>Eugene D. Frank Law Offices of Eugene D. Frank, P.C. 3202 McKnight East Drive Pittsburgh, PA 14237 (412) 366-4276 <a href="mailto:efrank@edf-law.com">efrank@edf-law.com</a></p> <p><i>Attorneys for Plaintiffs</i></p>	<p><i>Attorneys for Phillips &amp; Cohen Associates, Ltd.</i></p>
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**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

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 in order to receive a benefit. However, you may request permission to speak at the hearing by filing a “Request to Appear.” Be sure to sign the letter and include your name, address, and a specific statement that you want to be heard on “*Haston v. Phillips & Cohen Associates, Ltd.*, Civil Action No. 2:20-cv-01069.” The deadline to file a request to appear with the Court and to serve it on each of the lawyers listed above is [REDACTED].

If the Court approves the Settlement, the Court’s judgment will be binding on all class members who do not validly exclude themselves.

**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; [ktucker@eastendtrialgroup.com](mailto:ktucker@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 Court, including the Settlement Agreement, may be reviewed or copied in the Clerk’s Office or by visiting the website [www.XXXX.com](http://www.XXXX.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)**

**Claim Form  
Haston v. Phillips & Cohen Associates, Ltd.**

Name  
Address Line 1  
Address Line 2  
City, State, Zip Code

Unique Claim Number: #####

**COMPLETE THIS FORM TO OBTAIN A CASH PAYMENT**

**Instructions:**

1. Verify that your name and address information above is correct. If your name or address is incorrect, please update it below.
2. Add your telephone number (if available) below.
3. Check the box if you agree with the statement next to the box.
4. Include your signature, printed name, and date to verify that the information you are supplying is correct.

**THE DEADLINE TO SUBMIT A CLAIM IS: [REDACTED].**



I want to receive a cash payment. By checking this box and signing below, I certify that I received a letter from PCA dated between April 1, 2020 and August 13, 2020 that stated that my debt would be assumed valid unless the consumer submitted a dispute in writing.

Signature	Printed Name	Date
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Please provide current contact information as to where your check should be mailed. Please also provide a telephone number and email address.

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**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**

