

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Peter Blasi, Jr., et al.,

Plaintiffs,

v.

United Debt Services, LLC, et al.,

Defendants.

Case No.: 2:14-cv-0083

Judge Smith

Magistrate Judge Kemp

**[PROPOSED]
SETTLEMENT ORDER AND FINAL JUDGMENT**

The Parties in this class action lawsuit have moved for final approval of their proposed class settlement. The Court entered an order preliminarily approving (the “Preliminary Approval Order”) the Settlement¹ on , 2019. Notice has been given to all members of the Settlement Class under the terms of the Preliminary Approval Order.

Upon consideration of the motion for final approval, the Agreement, and all exhibits thereto, the Court **GRANTS** final approval of the Settlement, finding specifically as follows:

I. Jurisdiction

1. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

II. Class Definition

2. Pursuant to Federal Rule of Civil Procedure 23(c), the Court certifies the following Settlement Class, consisting of:

All Ohio citizens whose consumer reports were used and/or obtained by UDS via prescreened marketing lists provided to UDS by AMG Lead

¹ Unless otherwise defined herein, all capitalized terms used in this Order that are defined in the Agreement have the same meaning as set forth in the Agreement.

Source from June 1, 2011 through June 30, 2014.

III. Class Representative and Class Counsel

3. Pursuant to Federal Rule of Civil Procedure 23, Peter Blasi, Jr., Jordan Brodsky, and Michael J. Cassone are hereby appointed “Class Representatives.”

4. The following attorneys are hereby appointed as “Class Counsel:”

Mark D. Lewis
Elizabeth Mote
Kitrick, Lewis & Harris Co., LPA
445 Hutchinson Avenue, Suite 100
Columbus, OH 43235

Jeremiah E. Heck
Katherine Wolfe
Luftman, Heck & Associates
580 East Rich Street
Columbus, OH 43215

Brian M. Garvine
Law Office of Brian M. Garvine, LLC
5 East Long Street, Suite 1100
Columbus, OH 43215

Robert J. Wagoner
Robert J. Wagoner, Co., L.L.C.
445 Hutchinson Avenue, Suite 100
Columbus, OH 43235

IV. Rule 23 Requirements

5. Pursuant to Federal Rule of Civil Procedure 23(a), the Court finds as follows:

- a. the Settlement Class is so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the Settlement Class;
- c. the claims of the Class Representatives are typical of the claims of the Settlement Class; and
- d. the Class Representatives will fairly and adequately protect the interests of the Settlement Class.

6. Pursuant to Federal Rule of Civil Procedure 23(c), the Court finds as follows:

- a. the questions of law or fact common to the Settlement Class predominate over the questions of law or fact affecting only individual members of the

Settlement Class; and

- b. certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy.

V. Notice and Opt-outs

7. The Court finds that, in accordance with Section 6 of the Agreement and Federal Rule of Civil Procedure 23(c)(2)(B), the Settlement Administrator provided the best notice practicable under the circumstances, including individual notice to each putative member of the Settlement Class who could be identified through reasonable effort.

8. The Court finds that UDS properly and timely notified the appropriate state and federal officials of the Settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

9. All persons who made timely and valid requests for exclusion from the Settlement Class are excluded from the Settlement Class and are not bound by this Settlement Order and Final Judgment. The list of persons submitting requests for exclusion from the Settlement Class, submitted by Plaintiff pursuant to [REDACTED] of the Preliminary Approval Order is hereby accepted as the list of persons who have made timely and valid requests for exclusion from the Settlement Class.

VI. Final Approval of the Settlement

10. Pursuant to the Settlement, UDS has agreed to pay the Settlement Amount of \$500,000.00 into an account maintained by the Settlement Administrator. Amounts awarded to Class Counsel shall be exclusively paid from the Settlement Amount. Amounts awarded to the Class Representatives will be exclusively paid from the Settlement Amount. The Notice and Administrative Expenses shall be exclusively paid from the Settlement Amount. Members of the

Settlement Class who have timely submitted valid Claim Forms will receive a pro-rata share of the Settlement Amount after the Class Counsel's fees and costs, the Class Representatives' award, and the Notice and Administrative Expenses are deducted from the Settlement Amount. In addition to payments of the Settlement Amount, UDS has also agreed that it has taken steps to ensure compliance with the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.* going forward with its target marketing practices.

11. The Court has read and considered the papers filed in support of the motion for final approval, including the Agreement and the exhibits thereto, memoranda and arguments submitted on behalf of the Named Plaintiffs, members of the Settlement Class, and UDS. The Court has also read and considered any written objections filed by members of the Settlement Class. [Alternatively: "The Court has not received any objections from any member of the Settlement Class concerning the Settlement."] The Court held a hearing on _____, 2018, at which time the parties [and objecting members of the Settlement Class] were afforded the opportunity to be heard in support of or in opposition to the Settlement. Furthermore, the Court finds that notice pursuant to CAFA was effectuated on _____, 2018, and that ninety (90) days has passed without comment or objection from any governmental entity.

12. The Court now grants final approval of the Settlement and finds that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class. This finding is supported by, among other things, the complex legal and factual posture of the Action, the benefits being made available to members of the Settlement Class, and the Settlement being the result of significant and informed arms' length negotiations between the parties.

13. Any objections to the Settlement are overruled and denied in all respects.

14. The Court orders the Parties to the Agreement to perform their obligations

thereunder. The Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

15. The Court dismisses this Action with prejudice and without costs (except as otherwise provided herein and in the Agreement).

16. On and after the Effective Date, the Releasing Parties, in any capacity, are forever barred and permanently enjoined from filing, commencing, prosecuting, continuing, or otherwise litigating any proceeding against any of the Released Parties in any jurisdiction or venue based on, arising out of, or relating in any way to the Released Claims.

17. The Court further orders that upon the Effective Date, the above-described releases, the releases set forth in Section 12 of the Agreement, and the Agreement shall be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of any of the Releasing Parties based on, arising out of, or relating in any way to the Released Claims.

18. Without affecting the finality of this Settlement Order and Final Judgment in any way, the Court retains jurisdiction over:

- a. implementation and enforcement of the Agreement until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the Parties pursuant to the Agreement have been performed;
- b. any other action necessary to conclude the Settlement and to administer, effectuate, interpret, and monitor compliance with the provisions of the Agreement; and
- c. all parties to this Action and members of the Settlement Class for the purpose of implementing and enforcing the Settlement.

VII. Attorneys' Fees, Attorney Expenses, and Class Representatives' Awards

19. The Court approves payment of attorneys' fees, costs, and expenses to Class Counsel in the amount of \$_____ in attorneys' fees and \$_____ in costs. This amount shall be paid from the Settlement Amount in accordance with the terms of the Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs, and expenses and in response to the filed objections thereto, find the award of attorneys' fees, costs, and expenses appropriate and reasonable and the Court notes that the notice provided to all putative members of the Settlement Class specifically and clearly advised the putative members of the Settlement Class that Class Counsel would seek the award.

20. The Court approves the incentive fee payment of \$_____ for each of the Class Representatives, Peter Blasi, Jr., Jordan Brodsky, and Michael J. Cassone, and specifically finds such amount to be reasonable in light of the services performed by each of the Class Representatives for the class. This amount shall be paid from the Settlement Amount in accordance with the terms of the Agreement.

21. Neither this Settlement Order and Final Judgment as to UDS, nor the Agreement shall be construed or used as an admission or concession by or against UDS or any of the Released Parties of any fault, omissions, liability, or wrongdoing, or the validity of any of the Released Claims, in any action or proceedings whatsoever. This Settlement Order and Final Judgment is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing or liability in this Action. The final approval of the Settlement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiffs, the members of the Settlement Class, or

UDS.

The Clerk is hereby directed to enter this Settlement Order and Final Judgment.

Dated: _____, 2017

Hon. George C. Smith
United States District Court Judge