

Akshit Dhadwal, *on behalf of himself and all
others similarly situated*,

Plaintiff,

v.

Fair Collections & Outsourcing of New
England, Inc.,

Defendant.

Pursuant to Superior Court Rule 9A, Plaintiff hereby gives notice to all parties in the above matter that on July 16, 2025, the papers listed in the accompanying List of Documents were served on the Middlesex Superior Court and counsel for all parties.

LEMBERG LAW, LLC
/s/ Sergei Lemberg
 Sergei Lemberg (BBO#650671)
 Stephen Taylor (PHV)
 Lemberg Law, LLC
 43 Danbury Road
 Wilton, CT 06897
 Tel: (203) 653-2250
 Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on July 16, 2025, I served a true and accurate copy to all counsel of record.

/s/ Sergei Lemberg
Sergei Lemberg

COMMONWEALTH OF MASSACHUSETTS
County of Middlesex
The Superior Court

Akshit Dhadwal, <i>on behalf of himself and all</i>	:	
<i>others similarly situated,</i>	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Docket #: 2381CV02513
	:	
	:	
Fair Collections & Outsourcing of New	:	
England, Inc.,	:	
	:	
Defendant.	:	
	:	

LIST OF DOCUMENTS

Pursuant to Superior Court Rule 9A, the following documents are hereby submitted for filing by the Plaintiffs.

1. Notice of Filing;
2. Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement;
3. Plaintiff's Memorandum of Law in Support;
4. The Declaration of Kusay Ghenniwa; and
5. Rule 9A certification of non-opposition.

Dated: July 16, 2025

LEMBERG LAW, LLC

/s/ *Sergei Lemberg*

Sergei Lemberg (BBO#650671)

Stephen Taylor (*PHV*)

Lemberg Law, LLC

43 Danbury Road

Wilton, CT 06897

Tel: (203) 653-2250

Attorneys for Plaintiff

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/s/ *Sergei Lemberg*

Sergei Lemberg

Akshit Dhadwal, *on behalf of himself and all
others similarly situated*,

Plaintiff,

v.

Fair Collections & Outsourcing of New
England, Inc.,

Defendant.

Plaintiff hereby moves for entry of an Order granting final approval of the Class Action Settlement Agreement between Plaintiff and Defendant Fair Collections & Outsourcing of New England, Inc.

For the reasons set forth in the accompanying memorandum, Plaintiff respectfully requests that the Court enter the Final Approval Order attached as Exhibit A to this motion.

Dated: July 16, 2025

LEMBERG LAW, LLC

/s/ *Sergei Lemberg*

Sergei Lemberg (BBO#650671)

Stephen Taylor (*PHV*)

Lemberg Law, LLC

43 Danbury Road

Wilton, CT 06897

Tel: (203) 653-2250

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

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/s/ Sergei Lemberg
Sergei Lemberg

Exhibit A

)	
Akshit Dhadwal, <i>on behalf of himself and all</i>)	
<i>others similarly situated,</i>)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 2381-CV-02513
)	
Fair Collections & Outsourcing of)	
New England, Inc.)	
)	
)	
Defendant.)	
)	

WHEREAS, on March 26, 2025, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Class Action Settlement Agreement between Plaintiff Akshit Dhadwal and Defendant Fair Collections & Outsourcing of New England, Inc. (“FCO”) and directing that notice be given to the Settlement Class;

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, inter alia: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Action with prejudice;

WHEREAS, declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as prescribed in the Preliminary Approval Order. Class Members were therefore notified of their right to appear at the

Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of Attorney's Fees and Costs to Class Counsel, and the payment of an Incentive Award.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and counsel for FCO, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate and reasonable, having considered the Attorney's Fees and Cost application made by Class Counsel and the application for Incentive Awards to the Settlement Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class Members in light of the complexity, expense and duration of litigation and the risks involved in establishing liability and damages, and in maintaining the class action through trial and appeal. The settlement as set forth in the Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Class Representative. Furthermore, the relief provided under the Settlement Agreement constitutes fair value given in exchange for the releases of claims against the Released Parties. In approving the Settlement, the Court has also considered the submissions and arguments of the parties.
4. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

5. The Settlement Class, which will be bound by this Final Approval Order and Judgment hereon, shall include all members of the Settlement.

6. The “Class Period” means the period from September 5, 2019, through the date of the Preliminary Approval Order, March 26, 2025.

7. For purposes of the Settlement and this Final Approval Order, the Court hereby certifies the following Settlement Class:

All persons residing in the Commonwealth of Massachusetts to whom, between September 5, 2019 to the date of preliminary approval FCO made in excess of two telephone calls regarding a debt within a seven-day period to their residence, cellular telephone, or other provided telephone number as reflected on the Class List.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 23 set forth in the Preliminary Approval Order and notes again that because this certification of the Class is in connection with the Settlement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement.

8. For purposes of Settlement only, Plaintiff is certified as representative of the Settlement Class and Class Counsel is appointed counsel to the Settlement Class. The Court concludes that Class Counsel and the Class Representative have fairly and adequately represented the Settlement Class with respect to the Settlement.

9. Notwithstanding the certification of the foregoing Settlement Class and appointment of the Class Representative for purposes of effecting the Settlement, if this Order is reversed on appeal or the Settlement is terminated or is not consummated for any reason, the foregoing certification of the Settlement Class and appointment of the Class Representative shall be void and of no further effect, and the parties to the proposed Settlement shall be returned to the status each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Settlement might have asserted but for the Settlement.

10. The Court finds that the plan for Notice, set forth in Article IV, section 3 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and of their right to object and to appear at the Final Approval Hearing, and satisfied the requirements of the Massachusetts Rules of Civil Procedure, the United States Constitution, and other applicable law.

11. The Settlement Agreement is, in all respects, fair, reasonable and adequate, is in the best interests of the Settlement Class, and is therefore approved.

12. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. Within the time period set forth in Article III, Section 4, of the Settlement Agreement, the cash distributions provided for in the Settlement Agreement shall be paid to the various Settlement Class members submitting Valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

14. The Settlement Administrator is authorized to distribute settlement funds remaining from uncashed Settlement Checks to the Massachusetts IOLTA Committee as *cy pres* recipient pursuant to Article III, paragraph 1, part f of the Settlement Agreement.

15. Upon the Effective Date, members of the Settlement Class, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged the Released Parties from the Released Claims as specified in the Release set forth in Article V of the Settlement Agreement.

16. Plaintiff and each Settlement Class Member are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any

court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action and/or as a result of or in addition to those provided by the Settlement Agreement. In addition, Plaintiff and each Settlement Class Member are hereby enjoined from asserting as a defense, including as a setoff or for any other purpose, any argument that if raised as an independent claim would be a Released Claim.

17. The terms of the Settlement Agreement, this Final Approval Order and the Judgment to be entered hereon shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Action or are in any way related to the calls at issue in the Action.

18. The Final Approval Order, the Judgment to be entered hereon, the Settlement Agreement, the Settlement which it reflects and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, used as, or be deemed to be evidence of, an admission by or against FCO of any fault, wrongdoing, or liability on the part of FCO or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action. This Order, the Settlement or any such communications shall not be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; *provided, however*, that the Settlement, this Order and the Judgment to be entered hereon may be filed in any action by FCO or Settlement Class Members seeking to enforce the Settlement or the Judgment by injunctive or other relief, or to assert defenses including, but not limited to, res judicata, collateral estoppel, release, good faith settlement, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settlement's terms shall be forever binding on, and shall have res

judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Order that are maintained by, or on behalf of, the Settlement Class Members or any other person subject to the provisions of this Order.

19. The above-captioned Action is hereby dismissed in its entirety with prejudice. Without affecting the finality of this Final Order in any way, the Court reserves jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement.

Let judgment be entered accordingly.

DATED: August_____ 2025 By: _____

**COMMONWEALTH OF MASSACHUSETTS
County of Middlesex
The Superior Court**

<i>Akshit Dhadwal, on behalf of himself and all others similarly situated,</i>	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Docket #: 2381CV02513
	:	
	:	
Fair Collections & Outsourcing of New England, Inc.,	:	
	:	
Defendant.	:	
	:	

**MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED MOTION FOR FINAL
APPROVAL OF THE PARTIES' CLASS ACTION SETTLEMENT**

Plaintiff Akshit Dhadwal respectfully submits this Memorandum of Law in Support of Plaintiff's Unopposed Motion for Final Approval of the Parties' Class Action Settlement.

Pursuant to the Preliminary Approval Order, notice was sent to the Settlement Class detailing the terms of the Settlement Agreement and inviting members to submit claims.¹ The response from the class has been very positive. There have been 267 valid claims submitted from the Settlement Class and no objections. (Ghenniwa Decl. ¶¶ 16-20). If the settlement is approved with these claims, each claiming member will recover \$218.83 as their *pro rata* share of the Settlement Fund. (Ghenniwa Decl. ¶ 9).²

This is an outstanding result for claims under Mass. Gen. Laws ch. 93A, § 2, and 940 CMR § 7.04(1)(f) (2012) (the "Debt Collection Regulation"), and merits final approval because:

- This is an excellent settlement to the Class, providing substantial benefits to the Class, particularly in light of the available damages and the risks of further litigation;
- Not a penny of the \$124,200.00 fund will revert to the Defendant Fair Collections & Outsourcing of New England, Inc. ("Defendant" or "FCO"); all funds will go to the claimants, to cover fees or costs, or *cy pres* to the Massachusetts IOLTA Committee pursuant to Mass. R. Civ. P. 23(e)(2) "to support activities and programs that promote access to the civil justice system for low-income residents of the Commonwealth of Massachusetts"; and
- The settlement was agreed to only after substantial discovery, motion practice, and negotiated by experienced counsel.

¹ The notice and claims process is detailed in the July 14, 2025, Declaration of Kusay Ghenniwa ("Ghenniwa Decl.") from CPT Group, Inc. ("CPT") attached hereto.

² The response represents a 10.7% claims rate (267 claims/2,469 class members). The \$218.83 per claimant recovery figure is calculated as follows:

Gross fund:	\$124,200.00
Awards & Admin:	\$65,770.73 (\$41,770.73 (fees and expenses) + \$7,500.00 (incentive awards) + \$ 16,500.00 (estimate of administrative costs))
Net fund:	\$58,429.27 (Gross fund minus Awards & Admin costs)
Claimant Recovery:	\$218.83 (Net fund/ 267 claims)

As set forth herein, Plaintiff respectfully requests the Court (1) approve the Class Action Settlement Agreement (the “Settlement Agreement”) as fair and reasonable; and (2) enter the final approval order in the form submitted as Exhibit A to the Motion for Final Approval of the Parties’ Class Action Settlement Agreement.

BACKGROUND

I. The Regulation and M.G.L. ch. 93A

M.G.L. ch. 93A, the Massachusetts Consumer Protection Law, prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” M.G.L. ch. 93A, § 2(a).

In 2012, the Attorney General of Massachusetts invoked her power to implement rules and regulations interpreting M.G.L. ch. 93A, § 2(a) to provide “‘It shall constitute an unfair or deceptive act or practice for a creditor to contact a debtor . . . [by] [i]nitiated a communication with any debtor via telephone, either in person or via text messaging or recorded audio message, in excess of two such communications in each seven-day period to either the debtor’s residence, cellular telephone, or other telephone number provided by the debtor as his or her personal telephone number’” *Armata v. Target Corp.*, 480 Mass. 14, 17-18 (2018) (quoting 940 C.M.R. 7.04(1)(f)) (emphasis in original).

M.G.L. ch. 93A, § 9(1) provides that any person “who has been injured by another person’s use or employment of any method, act or practice declared to be unlawful by section two or any rule or regulation issued thereunder . . . may bring an action in the superior court . . . whether by way of original complaint, counterclaim, cross-claim or third party action, for damages and such equitable relief, including an injunction, as the court deems to be necessary and proper.”

Section 9(2) provides that such persons may bring claims as a class action. M.G.L. ch. 93A, § 9(2).

Section 9(3) provides that “if the court finds for the petitioner, recovery shall be in the amount of actual damages or twenty-five dollars, whichever is greater; or up to three but not less than two times such amount if the court finds that the use or employment of the act or practice was a willful or knowing violation of said section two” M.G.L. ch. 93A, § 9(3).

II. This Litigation

On or about September 5, 2023, Plaintiff filed his class action complaint in Middlesex Superior Court against FCO for violations of Chapter 93A and 940 CMR § 7.04(1)(f). Plaintiff sought to represent a class consisting of “[a]ll consumers residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, received in excess of two telephone calls regarding a debt from Fair Collections & Outsourcing of New England, Inc. within a seven-day period to their residence, cellular telephone, or other provided telephone number.” (Compl. at ¶ 17).

On December 18, 2023, FCO filed its Answer denying the material allegations of the Complaint as to the Plaintiff and his putative class.

On February 2, 2024, Plaintiff served interrogatories and requests for the production of documents seeking, *inter alia*, outbound dial lists, call reports, logs or memoranda of communications reflecting calls placed by FCO or another entity on its behalf, to consumers with a Massachusetts address or a Massachusetts area code during the Class Period.

Thereafter, the Parties negotiated the terms of the Protective Order which the Court entered on June 27, 2024, and FCO responded to Plaintiff’s discovery requests. As part of its discovery responses, FCO identified the number of Massachusetts consumers that fall within the definition of the Class, produced call data showing FCO’s calls to those class members and produced documents reflecting its internal calling practices and procedures. Through FCO’s discovery responses and subsequent conferrals between the Parties concerning the class size, FCO’s class data and its current practices of calling Massachusetts consumers concerning debt in excess of twice in a seven-day

period, the Parties identified 2,484 class members who constitute the Settlement Class Members in the Class List. *Settlement Agreement* Art II, ¶ 5;

Over the next several months, the parties conducted arms' length settlement negotiations which culminated in an agreed set of terms to govern a class-wide settlement. The Parties thereafter drafted and revised a settlement agreement.

On March 26, 2025, the Court granted preliminary approval to the Parties' settlement.

II. Notice Process

I. Notice

Pursuant to the notice process set forth in the Settlement Agreement, on April 11, 2025, CPT received the class list. (Ghenniwa Decl. ¶¶ 4-5). On April 28, 2025, CPT mailed the Postcard Notice to 2,469 class members. *Id.* ¶¶ 12-15.

Under the direction of the Parties, CPT established the settlement website, www.CollectionsSettlement.com, to provide potential Settlement Class Members with access to the Website Notice and other settlement-related documents, as well as the ability to submit a claim form online. (Ghenniwa Decl. ¶¶ 9-11). Under the direction of the Parties, CPT also established a toll-free telephone number at which persons could get information regarding the settlement. *Id.* ¶ 7.

Further, following mailing of the Notice, CPT provided the Parties weekly updates regarding claims and/or correspondence received. Pursuant to directions provided by the Parties, on May 29, 2025, CPT sent a Reminder Notice (the "Reminder Notice") to be printed and mailed to Class Members who had not yet submitted a claim. *Id.* ¶ 13

II. Claims and Objections

There were 267 timely, complete, valid and signed claim forms. *Id.* ¶ 17.

IV. Terms of the Settlement

1. Benefits to the Class

The Settlement Class preliminarily approved is:

All persons residing in the Commonwealth of Massachusetts to whom, between September 5, 2019 to the date of preliminary approval FCO made in excess of two telephone calls regarding a debt within a seven-day period to their residence, cellular telephone, or other provided telephone number as reflected on the Class List.

(Preliminary Approval Order ¶ 5).

Under the terms of the Settlement Agreement, each Class Member can claim an equal share of a \$124,200.00, non-reversionary, Settlement Fund. *See Settlement Agreement*, Art III ¶ 1.a. Settlement Class Members who timely submit a valid claim form will receive an equal pro-rata distribution from the Settlement Fund, after the Fee Award to Class Counsel, the Incentive Award to Plaintiff, and Settlement Administration Costs are deducted from the Settlement Fund. *Id.* The 267 confirmed claims will each receive \$218.83.

If money remains in the Settlement Fund from un-cashed benefit checks, the Parties will confer concerning whether a second distribution is feasible. *See Settlement Agreement*, Art III(1)(f). If not feasible, or monies remain after a second distribution, the remaining in the fund should be directed to the to the Massachusetts IOLTA Committee pursuant to Mass. R. Civ. P. 23(e)(2) as detailed below. *Id.*

2. Releases

The class release is limited to the claims arising from the factual predicate of Plaintiff's and Settlement Class Member's underlying claims. It provides that the Releasing Parties (Plaintiff, Settlement Class Members, others that could act on their behalf (*id.* ¶ 1.d)) release the Released Parties (FCO and related entities (*id.* ¶ 1.b)) from all claims that "arise[] out of calls by FCO in excess of two

in a seven-day period to Settlement Class Members regarding a debt between during the class period.”
(*id.* ¶ 1.c).

POINT I
THE SETTLEMENT AGREEMENT
SHOULD BE GRANTED FINAL APPROVAL

I. STANDARD FOR FINAL APPROVAL OF APPROVAL OF A CLASS ACTION SETTLEMENTS

A class action may not be “settled or compromised without the approval of the court.” M.G.L. ch. 93A, § 9(2); *accord* Mass. R. Civ. P. 23(c). A court may not grant approval unless it finds that a class action settlement is “fair, reasonable and adequate.” *Sniffin v. Prudential Ins. Co. of America*, 395 Mass. 415, 421 (1985) (quoting *Armstrong v. Board of School Directors of Milwaukee*, 616 F.2d 305, 313 (7th Cir. 1980)); *accord*, *Voss v. Rolland*, 592 F.3d 242, 251 (1st Cir. 2010).

Public policy favors the settlement of class actions. *See Hill v. State St. Corp.*, No. 09-12146, 2015 WL 127728, at *6 (D. Mass. Jan. 8, 2015) (determination of whether settlement is fair, reasonable and adequate should be conducted “within the context of the public policy favoring settlement”). Final approval of any proposed class settlement ultimately requires the Court to balance “the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.” *Nat’l Ass’n of Chain Drug Stores v. New England Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009).

Neither Chapter 93A nor Rule 23(c) list the considerations the Court must evaluate in the “fair, reasonable and adequate” inquiry. However, courts often consider the so-called *Grinnell* factors. *See Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 343-44 (D. Mass. 2015) (applying factors set forth in *Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974); *New Eng. Carpenters Health Benefits Fund v. First DataBank, Inc.*, 602 F.Supp.2d 277, 281 (D. Mass. 2009); *In re Relafen*

Antitrust Litig., 231 F.R.D. 52, 72 (D. Mass. 2005); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 93–94 (D. Mass. 2005). These factors include: “(1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *Grinnell*, 495 F.2d at 463.

II. THE SETTLEMENT AGREEMENT IS FAIR, REASONABLE AND ADEQUATE PURSUANT TO THE GRINNELL FACTORS

a. The Complexity, Expense, and Likely Duration of the Litigation Favor Approval

This factor weighs in favor of approval. This case involves the allegedly unlawful collection practices of FCO, a sophisticated entity. The claims and defenses, and the certification question, are complex, and expensive and time-consuming to resolve.

This case involves M.G.L. ch. 93A, the Massachusetts Consumer Protection Law, which prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” M.G.L. c. 93A, § 2(a). Deceptive acts or practices include conduct in contravention of the Massachusetts Debt Collection Regulations. Those regulations were amended in 2012 to make it “an unfair or deceptive act or practice for a creditor to contact a debtor . . . [by] [i]nitiat[ing] a communication with any debtor via telephone, either in person or via text messaging or recorded audio message, in excess of two such communications in each seven-day period to either the debtor's residence, cellular telephone, or other telephone number provided by the debtor as his or her personal telephone number” *Armata v. Target Corp.*, 480 Mass. 14, 17-18 (2018) (quoting 940 C.M.R. 7.04(1)(f)) (emphasis in original).

The regulation defines “communication” as “conveying information directly or indirectly to any person through any medium. . . .” 940 C.M.R. § 7.03. A creditor is liable under M.G.L. c. 93A, § 2 and 940 C.M.R. 7.04(1)(f) if it initiates more than two calls within a seven-day period to a debtor so long as the creditor is either able to reach the debtor or able to leave a voicemail message, regardless of whether the creditor actually does so. *See Armata*, 480 Mass. at 25; *see also Harrington v. Wells Fargo Bank, N.A.*, 2019 WL 3818299, at *3 (D. Mass. Aug. 14, 2019); *Alper v. Select Portfolio Servicing, Inc.*, 2019 WL 3281129, at *4 (D. Mass. July 19, 2019).

Class Counsels’ investigation and discovery demonstrated, they believe, that FCO was attempting to collect debt from Plaintiff and others and at times called more than permitted by the Debt Collection Regulation. Moreover, Class Counsel believes that the evidence supported certification of a class under the Chapter 93A: the size of the class is in the thousands; there are questions of law and fact common to all members of the class (including whether the practice of calling Massachusetts consumers more than twice within a seven-day period regarding delinquent debt violates 940 C.M.R. 7.04(1)(f) and M.G.L. c. 93A, § 2, and the validity of FCO’s defenses); Plaintiff is typical of the class as FCO placed more than two calls in a seven-day period to him and the class regarding debts and Plaintiff and the class were damaged in the same way based on this alleged uniform conduct; and Plaintiff and his counsel were adequate representatives.

However, FCO hotly disputed Plaintiff’s claims and the sufficiency of class adjudication. Plaintiff did not believe any of FCO’s arguments, to the merits or class certification including the sufficiency of its records in identifying members, would defeat class certification, but here too FCO’s positions establish that the case was complex and involved many discrete factual and legal issues which potentially could have doomed Plaintiff’s claims.

The above disputes need not be resolved (or resolved on a final appeal) in light of the settlement. However, the complexity and breadth of the above issues, and the time and expense the litigation and appeals would expend, supports approval of the settlement.

b. The Reaction of the Class to the Settlement Favors Approval

The reaction to the settlement has been overwhelmingly positive. There have been 267 claims from 2,469 class members, equaling a participation rate of over 10%. *Forcellati v. Hyland's, Inc.*, 2014 WL 1410264, at *6 (C.D. Cal. Apr. 9, 2014) (“[T]he prevailing rule of thumb with respect to consumer class actions is [a claims rate of] 3-5 percent.”); *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 72 (D. Mass. 2005) (reaction to settlement was positive with 5,489 claims (out of class in the millions), and 10 objections); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005) (reaction to settlement was positive with 10,614 consumer claims (out of class in the tens or hundreds of thousands) and 10 objectors).

This strong participation with no objection demonstrates that the class reacted favorable to the settlement.

c. The Stage of the Proceedings and the Amount of Discovery Completed Favors Approval

This case settled at an appropriate time where Class Counsel has conducted more than sufficient investigation and discovery to enable them, and the Court, to act intelligently here.

First, Class Counsel is experienced in class action litigation and evaluating liability under this regulation. *See, e.g., Armata v. Target Corp.*, 480 Mass. 14 (2018); *Nightingale v. Nat'l Grid USA Serv. Co., Inc.*, 107 F.4th 1 (1st Cir. 2024).

Second, though the matter settled at an earlier stage, discovery was conducted into key issues. In particular, discovery into the calls to the Plaintiff and the proposed class, Plaintiff moved to compel further responses and conducted a thorough investigation and evaluation of the discovery produced.

When the Parties settled each had sufficient information to form a significant appraisal of the strengths and weaknesses in the case. Thus, the stage of the proceedings and the amount of discovery completed favors approval.

d. The Risks of Establishing Liability

“[A] significant element of risk adheres to any litigation taken to binary adjudication.” *Lupron*, 228 F.R.D. at 97. Although Plaintiff believes his arguments in support of liability to be strong, Defendant disputed Plaintiff’s claims and believed it would prevail on summary judgment, trial and class certification. Further, FCO is represented by very able counsel, and can and has put forth a vigorous defense. There is, therefore, great risk that the issues on liability and certification will not go in Plaintiff’s favor in this Court or on any appeal. Thus, the risks of establishing liability favor approval of the settlement.

e. The Risks of Establishing Damages and the Ability of the Defendant to Withstand a Greater Judgment

FCO’s ability to pay is a neutral factor here. Its ability to pay was not a factor in settlement discussions or in determining the settlement amount.

There is risk in establishing damages. Damages for violations of Chapter 93A are twenty-five dollars or actual damages, whichever is greater, with the prospect of trebling the same for willful or knowing violations. M.G.L. ch. 93A, § 9(3). Whether Plaintiff could recover the \$25 statutory penalty for each separate violation of the Debt Collection Regulation (*i.e.* for each instance FCO called in excess of two times in a seven day period), as opposed to \$25 dollars per action, is an issue. No court has firmly held either way in the context of the Debt Collection Regulation. However, Courts addressing other claims under Chapter 93A demonstrate the hurdles Plaintiff could face in recovering multiple statutory damages under Chapter 93A. *See Aspinall v. Philip Morris Companies, Inc.*, 2013 WL 7863290, at *8-10 (Mass. Super. Feb. 7, 2013). Further, establishing actual damages on a class

or individual basis entails risks both on the merits (how much would this Court or a jury award for actual damages for receipt of too many telephone calls?) and to class certification. To be clear, Plaintiff believes these risks could be dealt with, but FCO disagrees, and the risks are real and weigh in favor of approval.

f. The Risks of Maintaining the Class Action through Trial Favor Approval

As noted, Plaintiff faced risks on class certification. Although this Court certified a class for settlement purposes, “[t]he requirements for class certification are more readily satisfied in the settlement context than when a class has been proposed for the actual conduct of the litigation.” *White v. Nat’l Football League*, 822 F. Supp. 1389, 1402 (D. Minn. 1993) (citations omitted); *see also Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620, 117 S. Ct. 2231 (1997) (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 303 (3d Cir. 2011) (*en banc*). Thus, there is no guarantee that a class would have been certified for litigation purposes in this case.

If the Court had rejected certification, there would have been no relief for any class member except the named Plaintiff *if* he prevailed, regardless of the merits of underlying class claims. Because of this risk, this factor also favors approval of the Settlement.

g. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and of all the Attendant Risks of Litigation

The final two factors weigh strongly in favor of approval.

Settlement Class Members will recover \$218.83 as their *pro rata* share of the net Settlement Fund. This is a very good result for violations of Chapter 93A and the Debt Collection Regulation.

Comparison to class action settlements under the Telephone Consumer Protection Act (“TCPA”), the federal statute that prohibits certain robocalls, is instructive. Compared to Chapter

93A, with its minimum award of \$25 which may be limited to just that amount no matter the number of violations, damages under the TCPA are *at least* \$500 per each and every violation of that act. 47 U.S.C. § 227(c)(5)(B). However, TCPA class settlements worth far less than the settlement here are frequently approved as fair, reasonable, and adequate. *See, e.g., In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 789 (N.D. Ill. 2015) (per claimant recovery of \$34.60 with a participation rate of 7.8%); *In Gehrich v. Chase Bank USA, N.A.*, 2016 WL 806549 (N.D. Ill. Mar. 2, 2016) (per claimant recovery of \$52.50 with participation rate of 1.08%); *Ott v. Mortgage Inv'rs Corp. of Ohio, Inc.*, 2016 WL 54678, (D. Or. Jan. 5, 2016) (per claimant recovery of \$140.86 with participation rate of .08%); *Rose v. Bank of Am. Corp.*, 2014 WL 4273358 (N.D. Cal. Aug. 29, 2014) (\$20.00 to \$40.00 per class member with 3% claims rate). In comparison, the settlement value here is very high and is more than reasonable in light of the best possible recovery and of all the attendant risks of litigation.

For all the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval to the Settlement Agreement.

POINT II
THE COURT SHOULD APPROVE THE MASSACHUSETTS IOLTA COMMITTEE AS
RECIPIENT FOR ANY RESIDUAL FUNDS

Mass. R. Civ. P. 23(e)(2) provides that, as part of “any order, judgment or approved compromise in a class action . . . that establishes a process for identifying and compensating members of the class may provide for the disbursement of residual funds. In matters where the claims process has been exhausted and residual funds remain, the residual funds shall be disbursed to one or more nonprofit organizations or foundations [. . .] or to the Massachusetts IOLTA Committee to support activities and programs that promote access to the civil justice system for low income residents of the Commonwealth of Massachusetts.”

The expectation in this case is that any *cy pres* distribution of residual funds will be low. The

entire net settlement fund will be dispersed to claiming Settlement Class Members in the first instance. To the extent Settlement Checks are not cashed, the Parties will confer to determine if there are sufficient amounts remaining to recommend a second distribution. Given the face value of the settlement checks will be substantial, it is not expected that many class members will not cash their check. Nevertheless, it is reasonable to assume that some amount may remain. Rule 23(e) provides for dispersal to the IOLTA committee and the Parties request the Court approve such dispersal.

CONCLUSION

For the reasons set forth above, the Plaintiff respectfully requests that the Court enter the proposed Final Approval Order.

Dated: July 16, 2025

LEMBERG LAW, LLC

/s/ Sergei Lemberg

Sergei Lemberg (BBO#650671)

Stephen Taylor (PHV)

Lemberg Law, LLC

43 Danbury Road

Wilton, CT 06897

Tel: (203) 653-2250

Attorneys for Plaintiff

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX SUPERIOR COURT

Akshit Dhadwal, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

Fair Collections & Outsourcing of
New England, Inc.

Defendant.

C.A. No. 2381-CV-02513

**DECLARATION OF KUSAY
GHENNIWA ON BEHALF OF CLAIMS
ADMINISTRATOR REGARDING
SETTLEMENT ADMINISTRATION
AND IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
SETTLEMENT**

I, Kusay Ghenniwa, declare as follows:

1. I am a Case Manager for CPT Group, Inc. (“Settlement Administrator” or “CPT”), the Settlement Administrator jointly agreed upon by the Parties and approved by the Court for *Akshit Dhadwal v. Fair Collections & Outsourcing of New England, Inc.* I have personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could and would testify competently to such facts. I submit this declaration in support of Plaintiff’s Motion for Final Approval of Class Action Settlement.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30-plus years, we have provided notification and/or settlement administration services in thousands of class action cases.

3. As the Claims Administrator in this matter, CPT was tasked with providing notice and claims administration services as outlined in the Parties' Settlement Agreement ("Settlement Agreement"). These responsibilities included, but were not limited to, the following:

- a. Disseminating the Class Notice to Settlement Class Members by mail.
- b. Establishing and maintaining a dedicated Settlement Website, www.CollectionsSettlement.com, which featured links to Court-approved documents, facilitated online claim submissions, and provided current information about the case.
- c. Establishing a dedicated 24-hour toll-free support line with Interactive Voice Response (IVR) capabilities.
- d. Reviewing and determining the validity of submitted Claim Forms.
- e. Receiving and responding to inquiries regarding the Settlement, as well as processing objections.
- f. Preparing reports and summaries regarding the notice and claims process for the Parties and the Court.
- g. Performing other tasks as set forth in the Settlement Agreement, or as the Parties mutually agree to or that the Court orders.

SETTLEMENT CLASS LIST

4. On April 11, 2025, CPT received a data file containing the names and mailing addresses of 2,483 Settlement Class Members. CPT then undertook to create a master list of Settlement Class Members for use in connection with the Class Notice and settlement administration.

5. Among these efforts, CPT conducted a comprehensive National Change of Address (NCOA) search to update mailing addresses. The NCOA database effectively provided updated addresses for individuals who had moved within the past four years and had informed the U.S. Postal Service of their address change. As a result of this process, a refined master list of 2,469 Settlement Class Members, referred to as the "Settlement Class List," was compiled. The reduction of 14 records was due to the identification of duplicate records.

QUALIFIED SETTLEMENT FUND

6. Following entry of the Preliminary Approval Order, CPT established a Qualified Settlement Fund ("QSF") and corresponding bank account to receive the settlement funds. In accordance with the section III.3.c of the Settlement Agreement, on April 28, 2025, Defendant paid the anticipated initial Settlement Administration Costs (\$13,000.00) to CPT.

TOLL-FREE PHONE NUMBER

7. CPT established a dedicated, 24-hour, toll-free support line with Interactive Voice Response ("IVR") capabilities (1-888-502-7731) that went live on April 28, 2025. Through this number, callers are provided with general and detailed information about the Settlement; answers to frequently asked questions, and information relating to a Class Member's options under the terms of the Settlement. This toll-free telephone number is listed in several locations on the settlement website, including the footer and Contact Us page. As of the date of this declaration, the case support line has received a total of 117 calls.

CASE-SPECIFIC EMAIL ADDRESS

8. CPT also established and has maintained a dedicated email address (CollectionsSettlement@cptgroup.com) which Settlement Class Members can use to communicate

with CPT regarding the case. As of the date of this declaration, CPT has received and responded to 7 email inquiries.

SETTLEMENT WEBSITE

9. CPT established a dedicated settlement website with the domain/URL www.CollectionsSettlement.com that went live on April 28, 2025. The settlement website features a page named "Court Documents" that offers links to downloadable versions of the Operative Complaint, Settlement Agreement, Preliminary Approval Order, Long Form Notice, Claim Form, and the Motion for an Award of Attorneys' Fees and Expenses and an Incentive Award to the Named Plaintiff. In addition, during the active notice and claims period (April 28, 2025, to June 27, 2025) the website provided a link to file a claim form electronically through the website. True and correct copies of the Long Form Notice and Claim Form that are posted on the settlement website, are attached hereto as **Exhibit A and B**, respectively.

10. In addition to what is described above, the settlement website also contains Frequently Asked Questions ("FAQs") and an Important Dates page that lists the case deadlines for submitting a claim form, filing a request for exclusion, or filing an objection, as well as the date of the Final Approval Hearing.

11. CPT will continue to maintain and update the settlement website with relevant documents, including the Final Approval Order and Judgment once entered by the Court, and other information or updates as they become available, or requested by the parties or required by the Court.

DIRECT NOTICE

12. On April 28, 2025, the Short-Form Notice ("Postcard Notice") was mailed via U.S. First-Class mail to 2,469 Settlement Class Members. Attached hereto as **Exhibit C** is a true and correct copy of the Postcard Notice.

13. On May 29, 2025, CPT mailed an additional Reminder Notice to Settlement Class Members who had not yet submitted a Claim Form. Attached hereto as **Exhibit D** is a true and correct copy of the Reminder Notice.

14. As of the date of this declaration, a total of 226 Postcard Notices have been returned by the post office as undeliverable. Out of these, 7 Postcard Notices were forwarded to new addresses provided by the post office. To address the undeliverable notices, CPT conducted a skip trace through LexisNexis to obtain better addresses. As a result of the skip trace, 75 Postcard Notices were remailed. Ultimately, 151 Postcards Notice were deemed undeliverable.

15. Based on the above, CPT estimates that 93.88% of the Class has received direct notice of the Settlement as of the date of this Declaration.

CLAIMS ADMINISTRATION

16. The deadline for Class Members to submit a claim was June 27, 2025. Upon receipt of each Claim Form, CPT determines whether it is valid, invalid, or deficient.

17. As of the date of this declaration, CPT has received a total of 272 Claim Forms.

18. **Invalid Claims:** Of the 272 Claim Forms received, 5 Claim Forms have been deemed invalid, as they were determined to be either duplicate submissions or the deadline to cure any deficiencies expired.

19. CPT will continue to review and validate Claim Forms and is prepared to provide supplemental reporting to Counsel and the Court as needed.

OBJECTIONS

20. The deadline for Settlement Class Members to file and serve a written objection to the Settlement Agreement likewise was June 27, 2025. As of the date of this declaration, CPT has not received any objections.

FURTHER STEPS FOLLOWING FINAL APPROVAL

21. If the Court grants final approval of the Settlement, CPT will handle further steps of settlement administration in accordance with the Settlement Agreement and the Court's order.

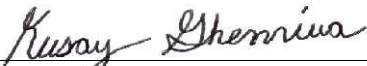
22. The total fee for CPT's settlement administration services in this matter is estimated

to be \$16,500. This total includes all services provided to date as described in this declaration, as well as the tasks required to complete the administration process after final court approval as stated in our bid including, transmitting settlement payments to eligible Settlement Class Members, applicable postage, further communications with Settlement Class Members, and banking, accounting, and tax reporting activities.

23. CPT initially estimated the notice and administration costs for this Settlement at \$13,000.00. However, due to the additional reminder notice costing \$3,947.86, CPT's total fees increased to \$16,500.00 to cover this unanticipated mailing expense.

I declare under penalty of perjury under the laws of the State of Massachusetts that the foregoing is true and correct.

Executed on July 14, 2025, at Irvine, California.



Kusay Ghenniwa

EXHIBIT A

**NOTICE REGARDING RIGHT TO BENEFIT FROM
CLASS ACTION SETTLEMENT**

Akshit Dhadwal v. Fair Collections & Outsourcing of New England, Inc., 2381CV02513
Superior Court for the County of Middlesex of the Commonwealth of Massachusetts

A Settlement Agreement has been reached in a class action lawsuit alleging that Fair Collections & Outsourcing of New England, Inc. (“FCO”) violated the law by placing in excess of two telephone calls in a seven-day period to Massachusetts consumers to collect a debt. FCO’s records show that you may be a class member under the Settlement Agreement reached in the case.

A settlement fund of \$124,200 has been established to pay valid claims, attorney’s fees, costs, any incentive award to the Class Representative (Akshit Dhadwal) and settlement administration costs. You may be entitled to receive an equal share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don’t act so read this notice carefully.

YOUR OPTIONS	
Option 1: Submit a Claim Form Deadline: June 27, 2025	Complete and submit a Claim Form and receive an equal share of the Settlement Fund By completing and submitting a Claim Form you may recover an equal share of the Settlement Fund. This is the only way to claim and receive from the Fund.
Option 2: Object Deadline: June 27, 2025	Object to the terms of the Settlement Agreement. You may object to the terms of the Settlement Agreement and have your objections heard at the August 6, 2025 Fairness Hearing.

1. What is this lawsuit about?

In the lawsuit, the Plaintiff alleges that FCO violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by placing in excess of two calls regarding a debt within a seven-day period to Plaintiff and other Massachusetts consumers.

FCO denies any wrongdoing, denies that it violated the MCPA, the MDCR or any other law.

Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

You can read Plaintiff’s Complaint, the Settlement Agreement, other case documents, and submit a claim form at www.CollectionsSettlement.com.

2. Why is this a class action?

In a class action, a Class Representative (in this case Plaintiff Akshit Dhadwal) sues on behalf of a group (or a “Class”) of people. Here, the Class Representative sued on behalf of people who have similar claims regarding allegedly excessive debt collection calls.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiff and the Class claims.

4. How do I know if I am a part of the settlement?

For settlement purposes, the Court has certified a Class consisting of all people who meet the following definition:

All persons residing in the Commonwealth of Massachusetts to whom, between September 5, 2019 to March 26, 2025 FCO made in excess of two telephone calls regarding a debt within a seven-day period to their residence, cellular telephone, or other provided telephone number as reflected on the Class List.

5. How do I recover?

Submit a Claim Form. This is the only way to get a payment. You have the right as a member of the Settlement Class to receive an equal share of the Settlement Fund.

The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Each claiming Class Member will be entitled to an equal share of the Settlement Fund, after deductions from the fund for administrative costs, attorney's fees and expenses, any incentive award to the plaintiff.

You can submit a claim form online at www.CollectionsSettlement.com.

Or, you can download the Claim Form online and mail it to:

Dhadwal v. Fair Collections & Outsourcing of New England, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

All claim forms must be mailed or filed online no later than June 27, 2025.

After all valid claim forms are counted, and the settlement is given final approval by the Court, the Settlement Administrator will provide each claiming Settlement Class Member their share of the Settlement Fund after the deductions above. Any excess settlement funds or benefit checks not cashed by Settlement Class Members will be provided to a charitable organization.

6. What am I giving up to receive these benefits?

By staying in the Class, all of the Court's orders will apply to you, and you give a "release" for any claims arising from allegedly excessive telephone calls to you. A release means you cannot sue or be part of any other lawsuit against FCO and the Released Parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement.

7. How much will the Class Representative receive?

The Class Representative will receive their portion of the settlement as a Class Member and an incentive award for having pursued this action. Any incentive payment is subject to Court Approval. The Class Representative will request an Incentive Award of \$7,500.

8. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the law firm of Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897 as “Class Counsel.”

Class Counsel will request an award of attorney’s fees of up to one-third of the Settlement Fund and for reimbursement of expenses. Any attorney’s fee and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.

9. How do I object?

Any Settlement Class Member may object to the Settlement. In order to exercise this right, you must submit your objection to the Court by the Objection Deadline. Your objection must (i) set forth the Settlement Class Member’s full name, current address, and telephone number; (ii) contain the Settlement Class Member’s original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the Objection; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing. Any Class Member that fails to do object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

Objections must be filed with the Clerk of the Court and delivered or postmarked no later than June 27, 2025.

The Court’s address is: *Clerk of the Court, 200 Tradecenter Drive, 2nd Floor, Woburn, MA 01801.*

The Fairness Hearing

The Court will hold a fairness hearing on **August 6, 2025, at 2 P.M. ET** in Middlesex County Superior Court, 200 Tradecenter Drive, 2nd Floor, Woburn, MA 01801. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive award for the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.CollectionsSettlement.com, emailing CollectionsSettlement@cptgroup.com, or you can call 1-888-502-7731.

EXHIBIT B

Claim Form

Akshit Dhadwal v. Fair Collections & Outsourcing of New England, Inc., 2381CV02513
Superior Court for the County of Middlesex of the Commonwealth of Massachusetts

If you wish to participate in the settlement, please complete, sign, and return this **Settlement Claim Form** or submit an Online Claim Form using the CPT ID and Passcode located on the front of your postcard.

You must complete and submit a Claim Form by June 27, 2025. You may submit a Claim Form online at www.CollectionsSettlement.com or by completing and submitting this Claim Form to *Dhadwal v. Fair Collections & Outsourcing of New England, Inc.*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 to receive your share. The final amount per class member will depend on the total number of valid claim forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____

CPT ID or Phone Number Fair Collection & Outsourcing of New England, Inc called: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Current Phone Number: _____

Email: _____

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my share of the Settlement Fund.

Signature: _____ Date: ____/____/____

EXHIBIT C

In the lawsuit, the Plaintiff alleges that FCO violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by placing in excess of two calls regarding a debt within a seven-day period to Plaintiff and other Massachusetts consumers. FCO denies any wrongdoing, denies that it violated the MCPA, the MDCR or any other law. The Parties have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation. You can read Plaintiff’s Amended Complaint, the Settlement Agreement, other case documents, and submit a claim form at www.CollectionsSettlement.com.

Who’s Included in the Settlement Class? All persons residing in the Commonwealth of Massachusetts to whom, between September 5, 2019, to March 26, 2025 FCO made in excess of two telephone calls regarding a debt within a seven-day period to their residence, cellular telephone, or other provided telephone number as reflected on the Class List.

What Can You Get? Class Members who submit a valid and timely Claim Form are entitled to one share from the Settlement Fund. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Each claiming Class Member will be entitled to an equal share of the Settlement Fund (\$124,200), after deductions from the fund for administrative costs, attorney’s fees and expenses, and any incentive award to the Class Representative. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members and the fees, costs and incentive awards approved by the Court. The Settlement is explained in detail in the Full Notice and in the Settlement Agreement available at www.CollectionsSettlement.com.

How to Get Money? To qualify for payment, you must submit a valid Claim Form to *Dhadwal v. Fair Collections & Outsourcing of New England, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 or submit an Online Claim Form by **June 27, 2025**. Please use the CPT ID and Passcode located on the front of this postcard to access your claim form on the Settlement Website.

Your Other Rights. You may object to the Settlement by **June 27, 2025**. The Full Notice, located at the website listed below, explains how to object to the Settlement. The Court will hold a hearing in this case on **August 6, 2025 at 2 p.m. ET** to consider whether to approve the Settlement, Plan of Allocation, a request for an incentive award of up to \$7,500 for the named Plaintiff and a request by the lawyers representing all Class Members for fees of up to one-third of the Settlement Fund and for reimbursement of expenses for litigating the case. You may attend the hearing and ask to be heard by the Court, but you do not have to. **If you do not take any action, you will be legally bound by the Settlement and any orders or Judgments entered in the Action, and will fully, finally, and forever give up any rights to prosecute Released Claims.**

For more information or a Claim Form, call 1-888-502-7731, email CollectionsSettlement@cptgroup.com or visit www.CollectionsSettlement.com.

You may also contact Class Counsel: Lemberg Law, LLC (203) 653-2250, 43 Danbury Road, Wilton CT, 06897

Do not contact the Court, Defendant or its counsel with questions.

PLACE
STAMP
HERE

Dhadwal v. Fair Collections & Outsourcing of New England, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

NOTICE FROM
SUPERIOR COURT OF MIDDLESEX COUNTY OF THE
COMMONWEALTH OF MASSACHUSETTS
(Not a Lawyer Solicitation)

PRESORTED
First Class
U.S. Postage
PAID

A Settlement Agreement has been reached in a class action lawsuit alleging that Fair Collections & Outsourcing of New England, Inc. ("FCO") violated the law by placing in excess of two telephone calls in a seven-day period to Massachusetts consumers to collect a debt. FCO's records show that you may be a class member and may be entitled to payment under the Settlement Agreement reached in the case.

A settlement fund of \$124,200 has been established to pay valid claims, attorney's fees, costs, any incentive awards to the Class Representative, and settlement administration costs. Each Class Member is entitled to one equal share of the fund. The final cash payment for Class Members will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don't act so read this notice carefully.

This Postcard Notice contains limited information about the Settlement. For more information or to submit an online Claim Form, visit www.CollectionsSettlement.com.

**Dhadwal v. Fair Collections & Outsourcing
of New England, Inc.**

*c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606*

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»
Passcode: «Passcode»
«FullName»
«Address1» «Address2»
«City», «State» «Zip»
«IMBarCode»

If you wish to participate in the settlement, please complete, sign, and return this **Settlement Claim Form** or submit an Online Claim Form using the CPT ID and Passcode located on the front of this postcard.

You must complete and submit a Claim Form by **June 27, 2025**. You may submit a Claim Form online at www.CollectionsSettlement.com or by completing and submitting this Claim Form to receive your share. The final amount per class member will depend on the total number of valid claim forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____

CPT ID: «ID»

Address: _____

City: _____ State: _____ Zip Code: _____

Current Phone Number: _____

Email: _____

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my share of the Settlement Fund.

Signature: _____ Date: _____

EXHIBIT D



May 29, 2025

Akshit Dhadwal v. Fair Collections & Outsourcing of New England, Inc.
SUPERIOR COURT OF MIDDLESEX COUNTY OF THE COMMONWEALTH OF MASSACHUSETTS
Case No. 2381CV02513

Dear Settlement Class Member:

On April 28, 2025, you were mailed a notice regarding a class action settlement reached with Fair Collections & Outsourcing of New England (“FCO”) about allegedly unlawful telephone collection practices. To receive money from the \$124,200 Settlement Fund, you must file a claim by June 27, 2025.

Claims may be submitted online at www.CollectionsSettlement.com using the CPT ID and Passcode located below.

CPT ID: «ID»
Passcode: «Passcode»

For inquiries, please email CollectionsSettlement@cptgroup.com or call 1-888-502-7731.

