

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

NOTICE OF PENDENCY OF PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU RECEIVED AN INITIAL WRITTEN COMMUNICATION FROM DEFENDANT HUSCH BLACKWELL LLP IN AN ATTEMPT TO RECOVER SUMS DUE BETWEEN MAY 30, 2023, AND MAY 30, 2024, YOU MAY BE ENTITLED TO BENEFITS UNDER THIS SETTLEMENT.

Class Member ID:

Please Read This Notice Carefully, As It Affects Your Legal Rights.

The United States District Court for the Eastern District of Wisconsin authorized this notice.

This is not a solicitation from a lawyer.

Your rights may be affected by the proposed settlement (“Settlement”) discussed in this court-authorized notice (“Notice”). This Notice is to inform you of the conditional certification of a settlement class, the nature of the claims at issue, your right to participate in, or exclude yourself from the settlement class, and the effect of exercising your various options.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING (PARTICIPATE IN THE SETTLEMENT)	If you agree with the proposed Settlement, you need not do anything to participate in the Settlement.
EXCLUDE YOURSELF	You will not be entitled to participate in the Settlement if you choose this option.
OBJECT OR COMMENT	Write to the Court about why you do, or do not, like the Settlement. You must remain in the class to comment in support of or in opposition to the Settlement.
ATTEND THE HEARING	Ask to speak to the Court about the fairness of the Settlement.

1. Why did the Court authorize issuance of this notice?

This Notice is given to inform you that: (1) a class action lawsuit is pending in the United States District Court for the Eastern District of Wisconsin entitled, *MAHLON OIE V. HUSCH BLACKWELL LLP, Case No. 2:24-cv-00672-LA*; (2) you may be a Settlement Class Member; (3) the parties have proposed to settle the Action; (4) the proposed Settlement may affect your legal rights; and (5) you have a number of options.

2. What is this Litigation about?

Plaintiff MAHLON OIE (“Plaintiff”) alleges that Defendant HUSCH BLACKWELL LLP (“Defendant”) violated the federal Fair Debt Collection Practices Act (“FDCPA”).

Defendant denies Plaintiff’s allegations and further denies that they violated any laws, or that they are liable to Plaintiff and/or any Settlement Class Member for violations of the FDCPA. Accordingly, neither this Notice nor the proposed Settlement reflects any admission by Defendant that their initial communications sent in attempt to recover sums due violated any law or the rights of any recipient of such notices.

3. How do I know if I am part of the Settlement Class?

The Court has conditionally certified the following "Settlement Class":

“Class” means all individuals who were sent an initial written communication between May 30, 2023, and May

30, 2024 by Defendant in an attempt to recover sums due. Excluded from the Class are the Judge to whom the Action is assigned any member of the Court's staff and immediate family, all persons who have been adjudicated bankrupt subsequent to receiving an alleged initial written communication, and all persons who are validly excluded from the Class. Defendant estimates that there are approximately 303 individuals in the Class.

4. Why did the parties agree to a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Instead, both sides agreed to a Settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after investigation of the claims alleged and the relevant facts, and independent consideration of the risks and benefits of settlement through extensive arms-length negotiations.

Class Counsel and Plaintiff have considered the substantial benefits from the Settlement that will be given to the Class Members and balanced these benefits with the risk of prolonged litigation. They also considered the value of the immediate benefit of settlement to Class Members versus the costs and delay of litigation through trial and appeals. Even if Plaintiff was successful in these efforts, Class Members may not receive any benefits for years.

5. What benefit does the Settlement provide?

If the proposed Settlement is approved by the Court, it will provide cash payments to the Class. In return for the relief described below, Class Members release their rights to pursue any claims individually against Defendant relating to the claims at issue in this Action.

The following description of the settlement benefits is qualified in its entirety by reference to the Settlement Agreement, a copy of which is on file with the Court.

The parties have agreed to a settlement, which is summarized as follows:

- a) Settlement Awards to the Settlement Class Members. All Class Members who do not submit an Opt-Out Request excluding themselves from the Class shall receive \$30.00 as a Settlement Award.
- b) Incentive Award. The named Plaintiff, or Class Representative, shall receive an additional sum of \$2,500.00, which represents an Incentive Award for the time and effort she has personally invested in this Action as the Class Representative.
- c) Costs of Administration. The Defendant will pay the costs of class administration.

6. How do I Receive My Settlement Award?

To receive the Settlement Award under the Settlement, you do not need to do anything. If you do not exclude yourself from the Settlement, you will receive your Settlement Award in the mail after the Court grants Final Approval to the Settlement.

7. What claims do I release if I do not opt out of this settlement?

Unless you exclude yourself from the Class, approval of this Settlement will result in a release by you of all claims against Defendant arising from, related to, or connected with the Action, the FDCPA or any collection notices or communications, directed by Defendant to the Class Members during the Class Period. This Settlement has no affect on any debt owed by any member of the class whatsoever, and nothing in the settlement shall otherwise limit or eliminate any member of the class' obligation(s) on any debt.

8. Do I have a lawyer in the case?

The Court has appointed the following law firm as Class Counsel: Abbas Kazerounian, Mona Amini, and Gustavo Ponce, of the law firm Kazerouni Law Group, APC, located 245 Fischer Ave., Unit D1, Costa Mesa, CA 92626, and Matthew McKenna of the law firm Shield Law, LLC located at 237 South St. Unit 110, Waukesha, WI 53186.

9. How will the lawyers for the Settlement Class be paid?

If the Court approves the Settlement, the Court also will determine what amount of attorneys' fees, costs and all other expenses should be paid to Class Counsel for their representation of Plaintiff and the Class in this Action.

Payment of attorneys' fees and litigation costs to Class Counsel will not reduce any benefit available to you as part of the Settlement, and will be paid separately by Defendant, separate from the Settlement Fund. The parties have agreed that Class Counsel shall be entitled to reasonable fees and costs. The parties further understand that the amount of attorneys' fees and costs will be no greater than \$90,000.00. This amount will be paid by Defendant separate from the Settlement Fund created to provide payment of the Settlement Awards to the Settlement Class Members and the Incentive Award in the amount of \$2,500.00 which the parties request to be paid to the Plaintiff for her participation as the Class Representative in this Action.

10. What happens if I do nothing after receiving this Notice?

If you do nothing, and the Court approves the settlement, you will be bound by the terms of the Settlement and will be unable to pursue individual claims against Defendant concerning the facts at issue in this Action. If the Settlement is approved, and you do not opt-out of the settlement class, you will receive a cash benefit under the Settlement.

11. What does it mean to request exclusion from the Settlement Class?

If you are a member of the Class and will be bound by the Settlement if the Court approves it unless you exclude yourself from the Class (also known as “opting out”). Being “bound by the settlement” means that you will be precluded from bringing, or participating as a claimant in, a similar lawsuit against Defendant. Persons who exclude themselves from the Class by submitting a valid written Opt-Out Request will not be bound by the terms of the Settlement and will not be eligible to receive any benefits from the Settlement, but they will retain the right to sue Defendant separately at their own cost.

You cannot exclude yourself from the Class and the Settlement if you wish to object to the settlement and/or appear before the Court during the Final Approval Hearing (see paragraphs 13 and 14), as you need to be a Class Member affected by the Settlement to object or appear.

12. How do I request exclusion from the Settlement?

You may exclude yourself from the Class provided that your request is made in writing and postmarked before **November 10, 2025**, which is a date 75 days after the date of the Preliminary Approval Order. Your written Opt-Out Requests must: (i) be signed by the person in the Class who is requesting exclusion; (ii) include the full name, phone number, email, current address of the person in the Class requesting exclusion; (iii) Class Member ID number included in the Notice, and (iv) include the following statement: "I/we request to be excluded from the settlement in the Oie Husch Blackwell FDCPA class action, ." No request for exclusion/opt out will be valid unless all of the information described above is included. Your written request to exclude yourself from the Settlement must be sent to the Settlement Administrator, HB Settlement, P.O. Box 25226, Santa Ana, CA 92799 and Class Counsel, Abbas Kazerounian, Mona Amini, and Gustavo Ponce, at Kazerouni Law Group, APC, 245 Fischer Ave., Unit D1, Costa Mesa, California 92626.

You will be excluded from the settlement only if your request is *postmarked* on or before **November 10, 2025** (75 days after the date of the Preliminary Approval Order) and includes the required information. The date of the postmark on the Opt-Out Request shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

13. What if I object to the Settlement?

If you are a Class Member, you can object or comment on the Settlement. To object to the settlement, you must provide make an objection in writing and file it with the Court by the Opt-Out and Objection Deadline, **November 10, 2025** (75 days after the date of the Preliminary Approval Order). An objection must: (A) Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member, including providing the Class Member ID, full name, address, and whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel; (B) Include a statement of such Class Member's specific objections; and (C) State the grounds for objection and attach any documents supporting the objection.

Any Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at the Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. A Class Member intending to make an appearance at the Final Approval Hearing must: (i) file a notice of intention to appear with the Court no later than twenty (21) days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (ii) serve a copy of such notice of intention to appear on all counsel for all Parties.

You must notify the Court, Class Counsel, and Defendant's Counsel of your objection postmarked by **November 10, 2025** and your notice to of intention to appear regarding the objection before **November 10, 2025** twenty-one (21) days prior to the Final Approval Hearing and mail your objection to *each* of the following:

Class Counsel:

Abbas Kazerounian, Esq.
Mona Amini, Esq.
Gustavo Ponce, Esq.
KAZEROUNI LAW GROUP, APC
245 Fischer Ave., Unit D1
Costa Mesa, California 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523
E-mail: gustavo@kazlg.com
E-mail: mona@kazlg.com

Matthew McKenna, Esq.
SHIELD LAW, LLC
237 South St. Unit 110
Waukesha, WI 53186
Telephone: (262) 420-5953
Facsimile: (508) 588-7303

Defendant's Counsel:

Tomio Narita, Esq.
WOMBLE BOND DICKINSON LLP
50 California Street, Suite 2750
San Francisco, California 94111
Telephone: (415) 765-6274
Facsimile: (415) 433-5530
Email: tomio.narita@wbd-us.com

Scott Hyman, Esq.
WOMBLE BOND DICKINSON LLP
400 Spectrum Center Drive
Suite 1700
Irvine, CA 92618
Telephone: (657) 266-1067
Facsimile: (714) 557-3347
Email: Scott.Hyman@wbd-us.com

If your objections do not meet all of the requirements set forth in this section, they may be deemed invalid and may be overruled.

14. When and where will the Court determine whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing at **10:30am on January 5th, 2026**, in Courtroom 390 of the United States District Court for the Eastern District of Wisconsin located at 517 East Wisconsin Avenue Rm 362 Milwaukee, WI 53202. This hearing may be continued or rescheduled by the Court without further notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and will consider Class Counsel's request for attorneys' fees and expenses. The Court also will consider any objections. The Court may decide these issues at the Final Approval Hearing or take them under consideration without oral argument.

15. Do I have to come to the final approval hearing?

No. You are not required to attend to the hearing but you are welcome to come at your own expense if you wish.

Class Members who object to the Settlement do not need to attend the Final Approval Hearing for their objections to be considered. If you wish to appear either personally or through your own personal attorney at the Final Approval Hearing, you must send both a timely objection and a notice of intent to appear to the Clerk of the Court at the address set forth in Section 14 above, and serve copies on Class Counsel and counsel for Defendant at the addresses set forth in Section 14 above no later than **November 10, 2025**.

Your notice of intention to appear must include copies of any papers, exhibits, or other evidence that you or your counsel will present to the hearing. Any Class Member who does not file and serve a notice of intention to appear in accordance with these instructions may be barred from speaking at any hearing concerning this Settlement.

16. How do I get more information about the Settlement?

This Notice only summarizes the Settlement. The official terms of the Settlement are available by reviewing the public files for the United States District Court for the Eastern District of Wisconsin, by visiting the Settlement Website, www.HBSettlement.com, or by sending a self-addressed, stamped envelope to the Settlement Administrator, HB Settlement, P.O. Box 25226, Santa Ana, CA 92799 or by contacting Class Counsel. Please do not contact the Court with questions regarding the Settlement.