

## **You Are Entitled to a Payment Under a Class Action Settlement Relating to a Letter you were sent by Oregon One, Inc.**

*The United States District Court for the District of Oregon authorized this Notice.*

*This is not a solicitation from a lawyer.*

- A class action lawsuit alleges that, among other things, Oregon One, Inc. (“OOI”) sent letters in violation of a federal law (the Fair Debt Collection Practices Act), including a letter sent to you on or after September 29, 2015, that stated an amount owed for the debt that did not include interest, or an interest rate, but stated that interest was accruing on the debt; or was an initial letter to you that (a) Did not state the name of the current creditor to whom the debt was owed; or (b) Contained bolded double-spaced text listing the consumer’s available options in response to the collection letter, but listing the notices required by 15 U.S.C. § 1692g (a) in single spaced, non-bolded language at the bottom of the page; or (c) Stated “[w]e would like to confirm the status of your account and decide as to our future course of action. Our decision will largely depend on you. Your response to this letter will determine the measures we take to collect the principal balance, all accrued and unpaid interest”; or (d) Did not contain language that if the consumer notifies Oregon One in writing within the thirty-day period that the debt, or any portion thereof, is disputed, that Oregon One will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; or (e) Did not contain language stating that upon the consumer’s written request within the thirty-day period that Oregon One will provide the consumer with the name and address of the original creditor, if different from the current creditor.
- The case is known as *Byrne, et al. v. Oregon One, Inc.*, Case No. 3:16-CV-01910-SB (D. Or.).
- OOI denies all allegations of wrongdoing in the lawsuit.

**(i) The Court, for settlement purposes only, conditionally certified a class consisting of all persons, including the Representative Plaintiff, who meet the following criteria: (1) All individuals with Oregon addresses; (2) From whom OOI attempted to collect debts incurred for personal, family or household purposes; (3) With respect to the individuals that meet the criteria set forth in sections (1) and (2), on or after September 29, 2015, one of the following is true: (i) OOI sent to that consumer an initial collection letter that (A) Did not state the name of the current creditor to whom the debt was owed; or (B) Contained bolded double-spaced text listing the consumer’s available options in response to the collection letter, but listing the notices required by 15 U.S.C. § 1692g (a) in single spaced, non-bolded language at the bottom of the page; or (C) Stated “[w]e would like to confirm the status of your account and decide as to our future course of action. Our decision will largely depend on you. Your response to this letter will determine the measures we take to collect the principal balance, all accrued and unpaid interest”; or (D) Did not contain language that if the consumer notifies Oregon One in writing within the thirty-day period that the debt, or any portion thereof, is disputed, that Oregon One will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; or (E) Did not contain language stating that upon the consumer’s written request within the thirty-day period that Oregon One will provide the consumer with the name and address of the original creditor, if different from the current creditor; or (ii) OOI sent to that consumer a collection letter that stated interest was accruing on the debt but did not include the amount owed that included the interest that had accrued or did not include the rate of interest that was accruing on the debt.**

- This Notice informs you that you are a member of the class, and also that the parties have reached an agreement to settle the lawsuit. As a class member, you are entitled to receive a payment under the settlement.
- As part of the proposed settlement, OOI does not admit to any wrongdoing and continue to deny the allegations against them.
- Under the proposed settlement, OOI will fund a settlement fund of \$13,000.00 from which payments to class members will be made. Class Counsel will also ask the Court to issue an award of attorney fees and costs.
- OOI also will pay the costs to administer the settlement, separate from the settlement fund.
- Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

|                          |  |
|--------------------------|--|
| <b>EXCLUDE YOURSELF</b>  | Get no payment under the settlement. This is the only option that allows you to be part of any other lawsuit against OOI about the legal claims in the case.                     |
| <b>OBJECT</b>            | Write to the Court about why you don't like the settlement. You can do this only if you don't exclude yourself.  |
| <b>GO TO THE HEARING</b> | Ask to speak in Court about the fairness of the settlement. You can do this only if you don't exclude yourself.  |
| <b>DO NOTHING</b>        | You will receive payment under the settlement if you are an Eligible Claimant and are giving up your rights to assert any claims against OOI about the legal claims in the case. |

- This Notice explains these rights and options—**and the deadlines to exercise them.**
- The Court must decide whether to approve the settlement as part of the process described in this Notice. Payments will be made if the Court approves the settlement.

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**BASIC INFORMATION**

|                                   |
|-----------------------------------|
| <b>1. Why did I get a Notice?</b> |
|-----------------------------------|

You received a postcard notice by mail to the last known address that OOI had for you. The postcard notice referred you to an informational web site which included this more detailed Notice. The postcard notice also referred you to a toll-free phone number that you can call for more information.

The Court ordered that a Notice be sent to you because you are a member of a conditionally certified class in a class action lawsuit, and also because you have a right to know about a proposed settlement of the class action against OOI, and about your options, before the Court decides whether to approve the settlement. If the Court approves it, a Settlement Administrator will authorize the payments that the settlement allows.

This Notice explains the lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read this Notice carefully.

The United States District Court for the District of Oregon (Portland Division) has jurisdiction over this proposed settlement. The persons who sued are called the Plaintiff, and the company they sued is called the Defendant (“OOI”).

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|--------------------------------------|
| <b>2. What is the lawsuit about?</b> |
|--------------------------------------|

OOI is a collection agency.

Representative Plaintiff filed a proposed class action lawsuit against OOI under the caption *Byrne, et al. v. Oregon One, Inc.*, Case No. 3:16-CV-01910-SB (D. Or.) (the “Action”).

In the Action, Representative Plaintiff claimed, among other things, that OOI sent letters that were in violation of federal law (the Fair Debt Collection Practices Act), including a letter sent to you on or after September 29, 2015, that stated an amount owed for the debt that did not include interest, or an interest rate, but stated that interest was accruing on the debt; or was an initial letter to you that (a) Did not state the name of the current creditor to whom the debt was owed; or (b) Contained bolded double-spaced text listing the consumer’s available options in response to the collection letter, but listing the notices required by *15 U.S.C. § 1692g (a)* in single spaced, non-bolded language at the bottom of the page; or (c) Stated “[w]e would like to confirm the status of your account and decide as to our future course of action. Our decision will largely depend on you. Your response to this letter will determine the measures we take to collect the principal balance, all accrued and unpaid interest”; or (d) Did not contain language that if the consumer notifies Oregon One in writing within the thirty-day period that the debt, or any portion thereof, is disputed, that Oregon One will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; or (e) Did not contain language stating that upon the consumer’s written request within the thirty-day period that Oregon One will provide the consumer with the name and address of the original creditor, if different from the current creditor. OOI denies all allegations of wrongdoing and have asserted many defenses. The settlement is not an admission of wrongdoing.

|                                       |
|---------------------------------------|
| <b>3. Why is this a class action?</b> |
|---------------------------------------|

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. In this case, the Class Representative is Robert D. Byrne. One court resolves the issues for all Class Members, except those who exclude themselves from the Class. United States District Court Magistrate Judge Stacie F. Beckerman (“Judge Beckerman”) has conditionally certified the class action for settlement purposes only, and you have been identified as a

member of the class because OOI sent you a letter on or after September 29, 2015. The Court has jurisdiction over the case in which the parties have submitted this settlement for approval.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or OOI. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial as well as the risk that OOI might prevail at a trial, and settlement benefits go to the Class Members. The Class Representative and their attorneys think the settlement is best for the Class Members.

**WHO IS IN THE SETTLEMENT**

To see if you may qualify for payment from this settlement, you first have to determine whether you are a Class Member.

**5. How do I know if I am part of the settlement?**

Judge Beckerman has decided that everyone who fits this description is a Class Member: All individuals with Oregon addresses from whom OOI attempted to collect debts incurred for personal, family or household purposes, and with respect to the individuals that meet that criteria, on or after September 29, 2015, OOI sent you a letter that stated an amount owed for the debt that did not include interest, or an interest rate, but stated that interest was accruing on the debt; or was an initial letter to you that (a) Did not state the name of the current creditor to whom the debt was owed; or (b) Contained bolded double-spaced text listing the consumer's available options in response to the collection letter, but listing the notices required by 15 U.S.C. § 1692g (a) in single spaced, non-bolded language at the bottom of the page; or (c) Stated "[w]e would like to confirm the status of your account and decide as to our future course of action. Our decision will largely depend on you. Your response to this letter will determine the measures we take to collect the principal balance, all accrued and unpaid interest"; or (d) Did not contain language that if the consumer notifies Oregon One in writing within the thirty-day period that the debt, or any portion thereof, is disputed, that Oregon One will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; or (e) Did not contain language stating that upon the consumer's written request within the thirty-day period that Oregon One will provide the consumer with the name and address of the original creditor, if different from the current creditor. As part of the settlement, the parties agreed that 158 of debtors are class members, including you. That determination was made using data in OOI's records that relate to OOI's letters sent to debtors.

**6. Who is not included in the Class?**

The Class does *not* include OOI, any entity that has a controlling interest in any OOI, and OOI's current or former directors, officers, counsel, and their immediate families. The Class also does not include any persons who validly request exclusion from the Class.

**7. I'm still not sure if I am included.**

If you received the postcard notice, the Parties agree that you are a class member. If you are still not sure whether you are included, you can visit the settlement website, [www.OregonOneSettlement.com](http://www.OregonOneSettlement.com), for more information.

**THE SETTLEMENT BENEFITS — WHAT YOU GET**

**8. What does the settlement provide?**

As part of the settlement, OOI agree to fund a settlement fund of \$13,000.00. That settlement fund will be distributed by a claims administrator, according to the terms of the settlement agreement.

If you fall into one or both of the following categories, you will receive a payment from the settlement fund.

**Category 1:** If OOI sent you a letter to an Oregon address on or after September 29, 2015, and OOI was attempting to collect debts incurred for personal, family or household purposes, and OOI sent you a letter that stated an amount owed for the debt that did not include interest, or an interest rate, but stated that interest was accruing on the debt; or OOI sent you an initial letter during this time that (a) Did not state the name of the current creditor to whom the debt was owed; or (b) Contained bolded double-spaced text listing the consumer's available options in response to the collection letter, but listing the notices required by 15 U.S.C. § 1692g (a) in single spaced, non-bolded language at the bottom of the page; or

(c) Stated “[w]e would like to confirm the status of your account and decide as to our future course of action. Our decision will largely depend on you. Your response to this letter will determine the measures we take to collect the principal balance, all accrued and unpaid interest”; or (d) Did not contain language that if the consumer notifies Oregon One in writing within the thirty-day period that the debt, or any portion thereof, is disputed, that Oregon One will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; or (e) Did not contain language stating that upon the consumer’s written request within the thirty-day period that Oregon One will provide the consumer with the name and address of the original creditor, if different from the current creditor, you will receive a portion of the settlement. The payment is called a “Statutory Damages Payment.” No matter how many letters OOI sent you, you will only receive one statutory damages payment under this category.

**Category 2:** If you meet the same criteria, and you owe OOI money on the account the letter was sent about, you will receive the additional consideration that OOI will satisfy the balance due on that account. This satisfaction is the Satisfaction Damages Payment.

**9. What can I get from the settlement?**

If you fall within Category 1, you will receive a \$54.14 share. Each Eligible Claimant in this Category will receive the same payment. The Representative plaintiff will receive \$1,000 in this Category, as provided by the federal Fair Debt Collections Practices Act.

If you fall within Category 2, you will not receive any further money.

**HOW YOU GET PAYMENT**

**10. How can I get payment?**

If you fall within one or both of the categories, a payment will be sent to you in accordance with Judge Beckerman’s Order. You will not need to make a claim or file any papers in order to receive payment.

**11. When would I get payment?**

The Court will hold a hearing on **December 10, 2018**, to decide whether to approve the settlement. If Judge Beckerman approves the settlement at or after that hearing, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

The proposed Settlement contemplates distributing payments to Eligible Claimants no later than ninety (90) days from the date the Settlement becomes final and is not subject to appeal.

**12. What am I giving up if I remain in the Class?**

Unless you exclude yourself, you stay in the Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against OOI or other Released Parties about the legal issues in this case. If the settlement is approved and becomes final and not subject to appeal, then you and all Class Members release all “Released Claims” against all “Released Parties.”

“Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to the claims in the Action that arose after September 29, 2015 and prior to September 30, 2016, even though any such claim or claims were not presented and might not have been presentable in the Action, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action. Released claims do not include any claim for, or award of, attorney fees and costs incurred by class counsel in this Action.

“Released Parties” means OOI, and its respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, and you want to keep any right you may have to sue or continue to sue OOI or other Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself — and is sometimes referred to as “opting out” of the Class. OOI may terminate the settlement if a certain number of people exclude themselves from the Class.

**13. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a signed letter by mail stating that you “want to opt out of the Oregon One Litigation.” Please be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **November 5, 2018**, to:

*Oregon One Litigation*  
Settlement Administrator  
P.O. Box 9349  
Dublin, OH 43017-4249

You can’t exclude yourself on the phone or by fax or email.

**14. What is the effect if I exclude myself from this settlement?**

If you ask to be excluded, you will not get any payment from this settlement. Also you cannot object to the settlement. You will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) OOI in the future about the legal issues in this case.

**15. If I don’t exclude myself, can I sue OOI for the same thing later?**

No. Unless you exclude yourself, you give up your right to sue OOI and the other Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion request must be postmarked on or before **November 5, 2018**.

**16. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, you will not get any payment from this settlement. You may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against the OOI and the other Released Parties.

### THE LAWYERS REPRESENTING YOU

**17. Do I have a lawyer in the case?**

The Court appointed Kelly D. Jones and Bret A. Knewtson to represent the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. The Court will determine the amount of Class Counsel’s fees and expenses and then OOI will be responsible for those fees and expenses, separately from the Class Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**18. How will the lawyers be paid?**

Class Counsel will request from the Court an award of attorneys’ fees and expenses and for service awards for the Representative Plaintiff, Robert D. Byrne, for the risk and his time and efforts spent on the litigation in this case. The amounts sought as service awards for the Representative Plaintiff will not exceed \$3,500. Plaintiff’s service award will be paid from the settlement fund. OOI have agreed not to oppose Plaintiff’s Service award. You have the right to object to the requested fees and expenses and awards. OOI will separately pay the costs to administer the settlement, above the amount paid to the settlement fund.

Class Counsel will file their papers in support of final approval of the Settlement and their application for attorneys' fees and reimbursement of expenses and for service awards to the Representative Plaintiff, by no later than November 26, 2018. These papers will also be posted on the settlement website ([www.OregonOneSettlement.com](http://www.OregonOneSettlement.com)).

### OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

#### 19. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a signed letter saying you object to the proposed settlement in *Byrne, et al. v. Oregon One, Inc.*, Case No. 3:16-CV-01910-SB (D. Or.). Be sure to include your name, address, telephone number, that you are a Class Member, and your signature, and state the reasons why you object to the settlement. Your objection and any supporting papers must be mailed to and actually received by all of the following three addressees no later than **November 5, 2018**:

| COURT  | CLASS COUNSEL  | DEFENSE COUNSEL   |
|--|--|---|
| Clerk of the Court<br>United States District Court<br>Mark O. Hatfield U.S. Courthouse<br>1000 S.W. Third Ave.<br>Portland, OR 97204 | Kelly D. Jones<br>Law Office of Kelly D. Jones<br>819 SE Morrison St., Suite 255<br>Portland, OR 97214 | Jeffrey I. Hasson<br>Hasson Law, LLC<br>9385 SW Locust Street<br>Tigard, OR 97223 |

#### 20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

#### 21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **10:00 a.m. on Monday, December 10, 2018**, at the Mark O. Hatfield U.S. Courthouse, 1000 S.W. Third Ave., Portland, OR 97204. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Beckerman will listen to people who have asked to speak at the hearing. The Court may also consider how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

#### 22. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Beckerman may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. Finally, you may seek to intervene in the Action, but you don't need to do so.

#### 23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in "*Byrne, et al. v. Oregon One, Inc.*, Case No. 3:16-CV-01910-SB (D. Or.)." Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. Your Notice of Intention to Appear must be received by the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in Question [19], no later than **November 5, 2018**. You cannot speak at the hearing if you exclude yourself.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Class and you will receive a payment. If you do not exclude yourself from the Class, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against OOI or the Released Parties about the legal issues in this case, ever again.

**GETTING MORE INFORMATION**

**25. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details appear in the Settlement Agreement and Release of Claims (the "Settlement Agreement"). Copies of the Settlement Agreement and the pleadings and other documents relating to the case are on file at the United States District Court for the District of Oregon (Portland Division) and may be examined and copied at any time during regular office hours at the Office of the Clerk, Mark O. Hatfield U.S. Courthouse, 1000 S.W. Third Ave., Portland, OR 97204. The Settlement Agreement is also available at the settlement website, [www.OregonOneSettlement.com](http://www.OregonOneSettlement.com).

**26. How do I get more information?**

You can visit the settlement website at [www.OregonOneSettlement.com](http://www.OregonOneSettlement.com), where you will find answers to common questions about the settlement, plus other information, including a copy of the Settlement Agreement. You may also call this toll-free number for more information: 1-877-303-2231. You may also write to: *Oregon One Litigation*, Settlement Administrator, P.O. Box 9349, Dublin, OH 43017-4249. **You should not direct questions to the Court.**

Dated: September 5, 2018

By Order of the Court  
CLERK OF THE COURT