

<p>FREUNDLICH &amp; LITTMAN, LLC and GREGORY CREED LITTMAN, ESQUIRE,</p> <p style="text-align: center;"><i>Plaintiffs,</i></p> <p>vs.</p> <p>EDWARD T. FEIERSTEIN, <i>et al.</i></p> <p style="text-align: center;"><i>Defendants,</i></p>	<p>COURT OF COMMON PLEAS PHILADELPHIA COUNTY</p> <p style="text-align: center;">CIVIL DIVISION</p> <p style="text-align: center;">DOCKET NO.: 150401569</p>
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### **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (the "Agreement") is made effective this 21st day of September, 2023 (the "Effective Date"), by and among, Plaintiffs, Freundlich & Littman, LLC ("F&L") and Gregory Creed Littman, Esq., individually ("Littman"), ("F&L" and "Littman" are collectively referred to as, "F&L Litigants") and Defendants, Bruce Chasan, individually ("Chasan"), and The Law Offices of Bruce J. Chasan, LLC ("LOBJC, LLC") ("Chasan" and "LOBJC, LLC" are collectively referred to as, "Chasan Litigants") ("F&L Litigants" and "Chasan Litigants" are referred to together as "the Parties"). Defendant, Edward Feuerstein, who is deceased, is not a party to this Agreement.

### **BACKGROUND**

**WHEREAS**, Plaintiffs, Freundlich & Littman, LLC and Gregory Creed Littman, Esq., individually, initiated the above-captioned action by filing a Complaint on April 16, 2015 against the above named Defendants in the Philadelphia County Court of Common Pleas captioned, *Freundlich & Littman, LLC and Gregory Creed Littman, Esq. vs. Edward T. Feuerstein, et al.*, No. 150401569 ("the Abuse of Process Lawsuit").

**WHEREAS**, Plaintiffs filed a Second Amended Complaint on July 1, 2015 containing two counts against the Chasan Litigants for Wrongful Use of Civil Proceedings (Count I) and Abuse of Process (Count II).

**WHEREAS**, the Court dismissed Plaintiffs' claim for Wrongful Use of Civil Proceedings (Count I) as against the Chasan Litigants by Order dated June 15, 2017.

**WHEREAS**, the Chasan Litigants have denied the allegations set forth in the Abuse of Process Lawsuit, and have denied that any conduct on the part of Chasan Litigants has caused Plaintiffs therein to sustain any damages as alleged.

**WHEREAS**, the Parties, having weighed the risks, burdens and costs of continued litigation, and without making or implying any admissions or concessions as to their relative positions with respect to any of the foregoing, and specifically with respect to the allegations detailed in the Abuse of Process Lawsuit, or of any alleged liability or wrongdoing, and after mutual negotiations and compromise, have determined that a full, final, and amicable settlement and resolution of their differences on the terms and conditions set forth herein is in the best interests of all Parties.

### **TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the adequacy of which the Parties acknowledge, and intending to be legally bound by all the terms of this Agreement, the Parties agree to the following specific terms:

1. **F&L Litigants' Monetary Obligations.** As good and valuable consideration for this Agreement, F&L Litigants shall deliver to Chasan Litigants a payment, by two separate certified bank checks, in the total amount of **Forty Thousand Dollars (\$40,000.00)** as follows: (the payments herein shall be referred to as "the Settlement Funds");

a. One certified check made payable to "The Law Offices of Bruce J. Chasan, LLC," within ten (10) days of receipt of a fully executed copy of this Agreement; and

b. One certified bank check made payable to "Bruce J. Chasan" (for emotional distress), within ten (10) days of receipt of a fully executed copy of this Agreement.

3. **F&L Litigants' Non-Monetary Obligations.** As further consideration for this Agreement, the F&L Litigants agree that Littman shall issue at the time of this Agreement a signed letter to Chasan on F&L letterhead in the form attached as Exhibit "A" herewith. The Litigants agree that there is and will be no confidentiality with respect to the signed letter issued to Chasan as part of the terms of this Settlement Agreement.

4. **Chasan Litigants' Non-Monetary Obligations.** As further consideration for this Agreement, the Chasan Litigants waive the right to commence or file any future litigation arising out of the 2014 letters and Abuse of Process litigation, including any Dragonetti action, or claims for emotional distress or other damages.

5. **Dismissal of the Abuse of Process Lawsuit.** Within two (2) business days of payment of the Settlement Funds described in paragraph 1 above to counsel for the Chasan Litigants, the F&L Litigants shall cause to be filed with the Court a Praceipe to Voluntarily

Discontinue, with prejudice and without costs to either party, the Abuse of Process Lawsuit as against the Chasan Litigants only. The Parties agree that the Court shall retain jurisdiction for purposes of enforcement of the Parties' settlement.

6. **Mutual Release.** The Parties, for good and valuable consideration as set forth in this Agreement, and intending to be legally bound, do hereby remise, release and forever discharge each other, and their respective employees, agents, contractors, attorneys, shareholders, principals, owners, insurers, reinsurers, affiliates and subsidiaries, and each of their respective heirs, successors and assigns, of and from any and all claims, demands, actions, causes of action, rights, complaints, suits, damages, punitive damages, liens, attorneys' fees, and liability of any nature whatsoever, whether arising in law or in equity or otherwise, which the Parties, or any of them or any third-party claiming on their behalf, ever had, now have, shall or may have against each of the other Party, by reason of any cause, matter or thing whatsoever, including, but not limited to the Abuse of Process Lawsuit, and the facts and circumstances giving rise to those matters; however, the Parties shall not be released from their respective obligation(s) under the terms of this Agreement. The Parties further agree to accept the consideration identified in this Agreement as a complete compromise of all matters involving disputed issues of law and fact, and each fully assume the risk that the facts or the law may be otherwise than believed. This Agreement, and specifically the Mutual Release contained in this Paragraph, on the part of the Parties, shall be a fully binding, complete and global settlement between the Parties, and all third-parties that may be represented by and/or claiming through the Parties, including their insurers, whether now or in the future, save only the executory provisions of this Agreement.

It is specifically agreed that neither Defendant, Edward Feierstein, nor his Estate, are a Party to this Release.

7. **No Interested Parties.** The Parties represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement; that the Parties have the sole and exclusive right to receive the sums specified in the Agreement; and that none of the Parties have sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

8. **No Admission.** This Agreement is entered into in connection with the compromise of disputed claims arising out of or otherwise in connection with the Abuse of Process Lawsuit.

Neither this Agreement, nor Exhibit A to this Agreement, nor any action or acts taken in connection with this Agreement or pursuant to it, will constitute an admission by any of the Parties of any wrongdoing. The Parties agree that the claims and issues asserted by the Parties, or otherwise against each of the other, were fully disputed, and that this settlement reflects a compromise of those fully disputed claims.

9. **Amendments and Waivers.** The provisions of this Agreement shall not be modified or amended unless by written agreement entered into and signed by all Parties to this Agreement, and may be waived only by a written waiver signed by all Parties.

10. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties, and the Parties hereby represent and warrant there are no other agreements, promises, representations, or warranties made or given in connection with any of the foregoing or concerning the subject matter of this Agreement that are not contained or expressed herein.

11. **Documentation.** The Parties agree to take such further action and execute and deliver such additional documents as may be reasonably necessary or appropriate to effectuate the terms of this Agreement and cause to be dismissed, with prejudice and without costs to either party, the Abuse of Process Lawsuit, subject to the terms expressly stated herein.

12. **No Presumption against Drafter.** The Parties acknowledge and agree that: (a) this Agreement has been freely negotiated by the Parties, (b) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforcement of this Agreement, or any of its terms and conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted or participating in the drafting of this Agreement or any portion thereof, and (c) they hereby knowingly, intelligently and voluntarily waive the benefit of any law, court decision, or rule of contract construction that would otherwise permit a court to construe any perceived ambiguity in this Agreement against the drafter of this Agreement.

13. **Authority.** The Parties, and their principals, who are signatories to this Agreement, and each of them, represent and warrant to each other that they have the full power and authority to execute and to perform their respective obligations under this Agreement and, where appropriate, have obtained the requisite authority to enter into this Agreement.

14. **Invalidity.** If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, any such invalidity or unenforceability shall not affect any other

provision hereof or thereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein or therein.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective administrators, predecessors, directors, officers, agents, attorneys, insurers, reinsurers, affiliates and subsidiaries, and spouses, children, dependents, heirs, successors and assigns, and their respective successors and assigns.

16. **Attorneys' Fees and Costs and Acknowledgment of Adequate and Proper Representation.** The Parties shall each bear their own costs, fees and expenses incurred in connection with the Abuse of Process Lawsuit, and any other related proceedings, as well as in the preparation of this Agreement. The Parties further agree and acknowledge that they have been provided adequate and proper representation throughout the course of the Abuse of Process Lawsuit and hereby waive any right to claim or assert inadequate or improper representation with respect to the Abuse of Process Lawsuit or this Agreement.

17. **Collection Efforts Against Co-Defendant, Edward T. Feierstein's Estate.**  
The Chasan Litigants hereby agree to refrain from interfering with any collection effort Plaintiffs make against Co-Defendant Feierstein's Estate including but not limited to sending letters to the Court, filing any type of Motion or Petition against the Estate of Co-Defendant Feierstein and/or in an amicus fashion. Nothing in this Agreement shall preclude Chasan Litigants from taking any action deemed appropriate in their discretion as believed in good faith to be necessary to protect their legal interests in any litigation involving Plaintiffs, the Estate of Edward T. Feierstein and/or any other parties. This provision also does not preclude Chasan Litigants from responding to a lawful subpoena or other Court process.

18. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions.

19. **Headings.** Headings of the paragraphs of this Agreement are for the convenience of the Parties only and shall be given no substantive or interpretive effect whatsoever.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic mail or facsimile

transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

21. **Amendment and Waivers:** The provisions of this Agreement shall not be modified or amended unless by written agreement entered into and signed by all Parties to this Agreement, and may be waived only by a written waiver signed by all parties. No waiver, modification or amendment shall extend to or affect any obligation not expressly waived, modified or amended, or impair any right related to such obligation.

22. **Notices.** All notices, demands or other communications to be given or be delivered under or by reason of this Agreement shall be in writing and shall be deemed to have been given or made when delivered either personally or via Certified Mail to the address listed below:

<u>If to F&amp;L Litigants:</u>  Gregory Creed Littman, Esquire Freundlich & Littman, L.L.C. 1425 Walnut St Suite 200 Philadelphia, PA 19102	<u>If to Chasan Litigants:</u>  Bruce Chasan, Esquire and Law Offices of Bruce J. Chasan 1500 John F. Kennedy Blvd., Suite 910 Two Penn Center Philadelphia, PA 19102 <a href="mailto:bjchasan@brucechasanlaw.com">bjchasan@brucechasanlaw.com</a>
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**INTENDING TO BE LEGALLY BOUND TO THIS SETTLEMENT AGREEMENT,** the Parties sign below:

Signature:  Freundlich & Littman, LLC Witnessed by:  Dated: 9/23/2023	Signature:  Law Offices of Bruce J. Chasan, LLC Witnessed by:  Dated: Sept 22, 2023
Signature:  Gregory Creed Littman, Esq. Witnessed by:  Dated: 09/23/2023	Signature:  Bruce J. Chasan, Esq. Witnessed by:  Dated: Sept 22, 2023





**EXHIBIT "A"**

September 23, 2023

Bruce J. Chasan, Esq.  
Law Offices of Bruce J. Chasan, LLC  
1500 JFK Boulevard, Suite 910  
Philadelphia, PA 19102

Re: GJRPA, L.P. v. Edward T. Feierstein  
Docket No. 130704676 (Phila. CCP)

Dear Mr. Chasan:

In the above referenced matter, involving a property damage case, where I represented the plaintiff (and its owners) and you (Bruce Chasan, Esq.) represented the defendant (Mr. Feierstein), I sent you correspondence on Feb. 5, 2014 in which I alleged that a counterclaim you filed on behalf of your client requesting attorney's fees from me was procedurally improper. I also asserted that the counterclaim was filed for the improper purpose of criminal witness intimidation by you and your client in that my brother was a potential witness against Mr. Feierstein in an unrelated criminal case. I also asserted that your conduct was professionally improper because you obtained Mr. Feierstein's verification on the pleading at a time when he was seeking a determination of incompetency in the criminal case. I copied my Feb. 5, 2014 letter to others who were not connected with the property damage case.

My assertions against you of criminal witness intimidation and professional misconduct were unfounded. I acknowledge now that you did not represent Mr. Feierstein in the defense of his criminal case, and you had no input or knowledge regarding strategies employed by his criminal defense attorney, Bruce Castor, Esq. Also, you had no basis to question Mr. Feierstein's competency. I apologize for my mistakes and any inconvenience and harm that I caused you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Gregory C. Littman', is written over a horizontal line.

Gregory C. Littman