



This Court also confirms that it has jurisdiction over this matter and the parties to it.

This Court further certifies the following class, for settlement purposes, under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All persons (a) with a New Mexico address, (b) to whom Thomason Law Firm, LLC mailed an initial debt collection communication that stated: “Unless this account is paid in full within 30 days of the date you receive this letter, a lawsuit may be filed against you to collect the amount owed,” (c) between June 14, 2015 and June 14, 2016, (d) in connection with the collection of a consumer debt.

This Court finds that this matter meets the applicable prerequisites for class action treatment under Rule 23, namely:

1. The class members are so numerous that joinder of all of them is impracticable;
2. There are questions of law and fact common to the class members, which predominate over any individual questions;
3. Plaintiff’s claims are typical of the class members’ claims;
4. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the class members; and
5. Class treatment of Plaintiff’s claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

*Jones v. I.Q. Data Int’l, Inc.*, No. 14-130, 2015 WL 5704016, at \*2 (D.N.M. Sept. 23, 2015) (Kelly, Jr., J.) (certifying class alleging claims under the Telephone Consumer Protection Act and finally approving class settlement).

This Court also appoints Marcanne Beck as class representative for the class, and the following attorney and law firm as class counsel for class members:

Jesse S. Johnson  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, Florida 33431

This Court approves the terms of the parties' settlement, the material terms of which include, but are not limited to:

1. Defendant will pay to Ms. Beck \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i).
2. Defendant will create a settlement fund ("Settlement Fund") in the amount of \$9,000, which will be distributed on a pro-rata basis to each of the 1,038 class members who submitted a valid, timely claim form, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii).
3. Defendant will pay the costs of notice and administration of the settlement separate and apart from any monies paid to Plaintiff, class members, or class counsel, up to \$5,000. Notice and administration costs above \$5,000 will be deducted from the Settlement Fund prior to its distribution to participating class members, subject to the conditions set forth in the parties' Settlement Agreement.

This Court additionally finds that the parties' notice of class action settlement, and the distribution thereof, satisfied the requirements of due process under the Constitution and Rule 23(e), that it was the best practicable under the circumstances, and that it constitutes due and sufficient notice to all persons entitled to notice of the class action settlement.

This Court similarly finds that the parties' notice of class action settlement was adequate and gave all class members sufficient information to enable them to make informed decisions as to the proposed settlement, and the right to object to, or opt-out of, it.

This Court additionally finds that the settlement, on the terms and conditions set forth in the class action settlement agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the class members. *See Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984).

This Court finds that the class members were given a fair and reasonable opportunity to object to the settlement. No class member objected to the settlement, nor did any class member request exclusion. Thus, this order is binding on all class members.

This Court approves the individual and class releases set forth in the class action settlement agreement. The released claims are consequently compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this order.

This Court awards a total of \$31,250 for class counsel's costs, expenses, and attorneys' fees.

This action is dismissed with prejudice as to all other issues and as to all parties and claims.

This Court retains continuing and exclusive jurisdiction over the parties and all matters relating this matter, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

IT IS SO ORDERED.

  
UNITED STATES DISTRICT JUDGE