

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

TAMBERLY T. BROCKMAN, on behalf of herself and others similarly situated,	:	Civil Action No. 8:20-cv-893-T-35JSS
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MANKIN LAW GROUP, P.A.,	:	
	:	
Defendant.	:	
	:	

**DECLARATION OF JESSE S. JOHNSON IN SUPPORT OF PLAINTIFF’S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. My name is Jesse S. Johnson.
2. I am over twenty-one years of age, and I am fully competent to make the statements contained in this declaration.
3. I have personal knowledge of the matters stated herein and, if called upon, could and would competently testify thereto.
4. I am a partner at the law firm of Greenwald Davidson Radbil PLLC (“GDR”), counsel for Tamberly T. Brockman (“Plaintiff”) and the proposed class in the above-titled action.
5. I graduated from the University of Florida in 2005 and from the University of Florida Fredric G. Levin College of Law in 2009.
6. I have extensive experience litigating consumer protection and securities fraud class actions, including class actions brought under the Fair Debt Collection Practices Act (“FDCPA”).

7. GDR has been appointed class counsel in numerous class actions in this district and throughout the country, including those brought under the FDCPA, the Telephone Consumer Protection Act, the Consumer Leasing Act, and the Truth in Lending Act. *See, e.g., Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020); *Riddle v. Atkins & Ogle Law Offices, LC*, No. 19-249, 2020 WL 1303939 (S.D. W. Va. Feb. 26, 2020); *Taylor v. TimePayment Corp.*, No. 18-378, 2020 WL 906319 (E.D. Va. Feb. 24, 2020); *Sullivan v. Marinosci Law Grp., P.C., P.A.*, No. 18-81368, 2019 WL 6709575 (S.D. Fla. Nov. 22, 2019); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921 (E.D. Mich. Nov. 14, 2019); *Knapper v. Cox Commc'ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019); *Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 19-163, 2019 WL 2723581 (D. Md. July 1, 2019); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (Whittemore, J.); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019); *Dickens v. GC Servs. Ltd. P'ship*, No. 16-803, 2018 WL 4732478 (M.D. Fla. Oct. 2, 2018) (Moody, J.); *Smith v. Cohn, Goldberg & Deutsch, LLC*, No. 17-2291, ECF No. 33 (D. Md. July 19, 2018); *Beck v. Thomason Law Firm, LLC*, No. 16-570, 2017 WL 3267751 (D.N.M. July 27, 2017); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017) (Merryday, J.); *Ryan v. DeVille Asset Mgmt., Ltd.*, No. 15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 2016); *Jallo v. Resurgent Capital Servs., L.P.*, No. 14-449, 2016 WL 6610322 (E.D. Tex. Nov. 8, 2016); *Rhodes v. Nat'l Collection Sys., Inc.*, 317 F.R.D. 579 (D. Colo. 2016); *Gonzalez v. Germaine Law Office PLC*, No. 15-1427, 2016 WL 5844605 (D. Ariz. Oct. 3, 2016); *McCurdy v. Prof'l Credit Serv.*, No. 15-1498, 2016 WL 5853721 (D. Or. Oct. 3, 2016); *Marcoux v. Susan J. Szwed, P.A.*, No. 15-93, 2016 WL 5720713 (D. Me. Oct. 3, 2016); *Cobb v. Edward F. Bukaty, III, PLC*, No. 15-335, 2016 WL 4925165 (M.D. La. Sept. 14, 2016); *Schell v. Frederick*

J. Hanna & Assocs., P.C., No. 15-418, 2016 WL 3654472 (S.D. Ohio July 8, 2016); *Chamberlin v. Mullooly, Jeffrey, Rooney & Flynn, LLP*, No. 15-2361, ECF No. 44 (D.N.J. June 2, 2016); *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016); *Durham v. Schlee & Stillman, LLC*, No. 15-1652, ECF No. 16 (D. Md. May 31, 2016); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 77669207 (E.D. Va. Dec. 1, 2015); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Oaks v. Parker L. Moss, P.C.*, No. 15-196, 2015 WL 5737595 (N.D. Ind. Sept. 29, 2015); *Lambeth v. Advantage Fin. Servs., LLC*, No. 15-33, 2015 WL 4624008 (D. Idaho Aug. 3, 2015); *Rhodes v. Olson Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096 (D. Colo. 2015); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644 (M.D. Fla. 2015) (Whittemore, J.); *Gonzalez v. Dynamic Recovery Solutions, LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329 (S.D. Fla. Feb. 23, 2015).

8. Over the past five years, GDR has been appointed class counsel in class actions that recovered a total of more than \$100 million for consumers nationwide.

9. Multiple district courts have commented on GDR's useful knowledge and experience in connection with class action litigation. For example, in *Schwyhart v. AmSher Collection Servs., Inc.*, Judge John E. Ott, Chief Magistrate Judge of the Northern District of Alabama, stated upon granting final approval of a class action settlement in which he appointed GDR as class counsel:

I cannot reiterate enough how impressed I am with both your handling of the case, both in the Court's presence as well as on the phone conferences, as well as in the written materials submitted. . . . I am very satisfied and I am very pleased with what I have seen in this case. As a judge, I don't get to say that every time, so that is quite a compliment to you all, and thank you for that.

No. 15-1175 (N.D. Ala. Mar. 15, 2017).

10. In *Ritchie v. Van Ru Credit Corp.*, Judge Stephen McNamee, Senior U.S. District Court Judge for the District of Arizona, stated upon granting final approval to a class settlement:

I want to thank all of you. It's been a pleasure. I hope that you will come back and see us at some time in the future. And if you don't, I have a lot of cases I would like to assign you, because you've been immensely helpful both to your clients and to the Court. And that's important. So I want to thank you all very much.

No. 12-1714 (D. Ariz. July 21, 2014).

11. In *McWilliams v. Advanced Recovery Sys., Inc.*, Judge Carlton W. Reeves of the Southern District of Mississippi described GDR as follows:

More important, frankly, is the skill with which plaintiff's counsel litigated this matter. On that point there is no disagreement. Defense counsel concedes that her opponent—a specialist in the field who has been class counsel in dozens of these matters across the country—is to be commended for his work 'for the class, 'was professional at all times' . . . , and used his 'excellent negotiation skills' to achieve a settlement fund greater than that required by the law. The undersigned concurs . . . Counsel's level of experience in handling cases brought under the FDCPA, other consumer protection statutes, and class actions generally cannot be overstated.

No. 15-70, 2017 WL 2625118, at *3 (S.D. Miss. June 16, 2017).

12. And most recently, in *Riddle v. Atkins & Ogle Law Offices, LC*, Judge Robert C. Chambers of the Southern District of West Virginia noted in approving an FDCPA class settlement and awarding attorneys' fees:

GDR is an experienced firm that has successfully litigated many complex consumer class actions. Because of its experience, GDR has been appointed class counsel in many class actions throughout the country, including several in the Fourth Circuit. GDR employed that experience here in negotiating a favorable result that avoids protracted litigation, trial, and appeals.

No. 19-249, 2020 WL 3496470, at *3 (S.D. W. Va. June 29, 2020) (internal citations omitted).

13. More information about GDR's practice is available on the firm's website: www.gdrllawfirm.com.

14. GDR has, and will continue to, vigorously protect the interests of the members of the settlement class.

15. GDR has advanced all costs necessary to successfully prosecute this action to date, and it will continue to do so through preliminary and final approval.

16. I submit this declaration in support of Plaintiff's unopposed motion for preliminary approval of the class action settlement reached by the parties.

17. I firmly believe this settlement to be fair, reasonable, and adequate, and in the best interests of all class members.

18. Mankin Law Group, P.A. ("Defendant") will establish a \$24,000 class settlement fund—which exceeds one percent of Defendant's balance sheet net worth—for the benefit of 3,900 potential class members, resulting in anticipated per-claimant recoveries of \$30 to \$60 based on historical participation rates.

19. The parties have agreed that any unclaimed settlement funds will be redirected to the Bay Area Legal Services as a *cy pres* award recipient—not revert to Defendant.

20. Defendant separately will pay a full statutory damages award of \$1,000 to Plaintiff, plus an additional \$2,000 in recognition of her service to class members, subject to the Court's approval.

21. Additionally, Defendant has changed its collections practices to no longer use the form of initial debt collection letter received by Plaintiff—a change that will benefit all consumers who become the target of Defendant's debt collection efforts in the future.

22. Defendant will pay all costs of class notice and settlement administration, separate and apart from the class settlement fund and any monies paid to Plaintiff.

23. Upon court approval, the parties will provide direct mail notice to all class members to inform them of this settlement and of their rights in connection therewith.

24. Those notices will include pre-addressed detachable claims forms by which class members may confirm their eligibility and elect to participate in the class settlement fund.

25. Defendant also will separately pay an award of attorneys' fees, costs, and litigation expenses to GDR, in an amount separately negotiated by the parties after agreeing to all other settlement terms but ultimately determined by the Court.

26. In advance of the final fairness hearing, Plaintiff will submit a motion seeking the Court's approval of the agreed attorneys' fee and expense award of \$32,500.

27. Given the excellent recoveries obtained here—particularly in light of the risks associated with continued litigation, as well as the limitations on damages imposed by the FDCPA—I firmly believe that this settlement is fair, reasonable, and adequate, and should be approved.

28. Attached as Exhibit 1 is a true and correct copy of the parties' class action settlement agreement, including that agreement's exhibits: (i) the proposed Order of Preliminary Approval (Exhibit A); (ii) the proposed Final Approval Order (Exhibit B); (iii) the proposed direct mail class notice (Exhibit C); and (iv) the proposed long-form website class notice (Exhibit D).

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

Executed on July 20, 2020.

By: /s/ Jesse S. Johnson
Jesse S. Johnson

Exhibit 1

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

TAMBERLY T. BROCKMAN, on behalf of herself and others similarly situated,	:	Civil Action No. 8:20-cv-893-T-35JSS
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MANKIN LAW GROUP, P.A.,	:	
	:	
Defendant.	:	
	:	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This class action settlement agreement (“Agreement”) is entered into between Tamberly T. Brockman (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Mankin Law Group, P.A. (“Defendant”). This Agreement is intended by Defendant and Plaintiff, on behalf of herself and the Class Members (collectively, the “Parties”), to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below), upon and subject to the terms and conditions contained herein.

RECITALS

WHEREAS, on April 17, 2020, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the Middle District of Florida, Case No. 8:20-cv-893-T-35JSS, asserting putative class claims arising from the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*;

WHEREAS, Plaintiff alleges that Defendant violated the FDCPA regarding certain of its debt collection efforts with respect to Florida consumers;

WHEREAS, Defendant has denied, and continues to deny, each and all of the claims and contentions alleged in the Lawsuit;

WHEREAS, the Parties desire and intend to settle and resolve all of the claims asserted in the Lawsuit;

WHEREAS, the Parties wish to avoid the expense and uncertainty of continued litigation;

WHEREAS, the Parties believe that settlement by way of this Agreement is in their best interests;

WHEREAS, counsel for the Class Members have conducted an evaluation of the claims to determine how best to serve the interests of the Class Members;

WHEREAS, counsel for the Class Members believe, in view of the costs, risks, and delays of continued litigation and appeals, including the amount of money potentially available to the Class Members in light of Defendant's net worth and the cap on statutory damages set forth in the FDCPA, balanced against the immediate benefits of settlement to the Class Members, that the class settlement as provided in this Agreement is in the best interest of the Class Members and is a fair, reasonable, and adequate resolution of the Lawsuit;

WHEREAS, prior to entering into this Agreement, the parties engaged in informal discovery concerning the class size and potential class damages;

WHEREAS, Defendant denies any wrongdoing or that it has any liability to Plaintiff or the Class Members but nevertheless recognizes the risks, uncertainties and costs inherent in litigation and thus believes that settlement is in its best interest;

WHEREAS, the Parties desire and intend to seek Court approval of the settlement of the Lawsuit as set forth in this Agreement and, upon Court approval, to seek entry of a Final Approval Order dismissing with prejudice the claims of the Class Members as set forth herein;

WHEREAS, the Parties and their counsel agree to recommend approval of this Agreement to the Court and to any regulatory authority responding to the proposed settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1332(d), 1453, and 1711-1715; and

WHEREAS, the Parties agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, to secure the Court’s approval of same, and contemplate that they will oppose any objections to the proposed settlement, including objections by any regulatory authority after CAFA notices are issued, and oppose any appeals from any orders of final approval.

WHEREFORE, in consideration of the promises, representations, and warranties set forth, the Parties stipulate and agree:

1. DEFINITIONS – The following definitions apply to this Agreement:

A. “Effective Date” means the first day after the “Final Order Day” (as defined below) and after Defendant completes the performance of the requirements under ¶ 10 of this Agreement.

B. “Final Order Day” means the day upon which the Final Approval Order becomes “Final.” The Final Approval Order becomes “Final” upon the expiration of any available appeal period following entry of the Final Approval Order. If any appeal is filed from the Final Approval Order, then the Final Order Day will be the first date after the conclusion of all appeals, so long as the Final Approval Order is not reversed or vacated.

C. “Class Members” means any person who meets the following definition:

All persons (a) to whom Mankin Law Group, P.A. mailed to a Florida address an initial debt collection communication, (b) not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between April 17, 2019 and April 23, 2020, (e) that stated: “All disputes must be in writing.”

Defendant represents that there are approximately 3,900 potential Class Members in total, including Plaintiff.

D. “Released Class Claims” means all claims, causes of action, suits, demands, and damages, including compensatory, actual, statutory, and punitive damages, under sections 1692g(a)(3), 1692g(b), 1692e, or any other section of the FDCPA, or under any similar consumer protection laws, including the Florida Consumer Collections Protections Act, that (1) arise out of debt collection letters sent by Defendant to Class Members between April 17, 2019 and April 23, 2020 in connection with the collection of a consumer debt, and (2) relate to any requirement, as provided in the letters, that all disputes by consumers be made in writing.

E. “Released Individual Claims” means any and all causes of action, suits, debts, dues, damages, including compensatory, actual, statutory, and punitive damages, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, claims and demands of whatsoever kind or nature, in law or in equity, whether asserted or unasserted, actual or contingent, anticipated or unanticipated, known or unknown, which Plaintiff ever had or now has, from the beginning of time through the Effective Date, against Defendant related to or arising out of any collection efforts made to date, including the July 29, 2019 letter that Defendant sent to Plaintiff.

F. “Released Parties” means Mankin Law Group, P.A. and each of its past, present, and future owners, shareholders, directors, officers, employees, partners, principals, insurers, co-insurers, re-insurers, agents, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company, as well as any other person or entity who may be vicariously or derivatively liable for the acts or omissions of Mankin Law Group, P.A.

2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will not oppose, preliminary approval of the settlement on behalf of the class defined above in ¶ 1(C).

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The Parties agree that Tamberly T. Brockman should be appointed as the Class Representative for the Class Members, and that Jesse S. Johnson of Greenwald Davidson Radbil PLLC should be appointed as counsel for the Class Members (“Class Counsel”).

4. ORDER OF PRELIMINARY APPROVAL – Within 14 days after this Agreement is fully executed, counsel for the Plaintiff will file an unopposed motion requesting that the Court enter an Order of Preliminary Approval of Class Action Settlement in substantially the same form attached as **Exhibit A**.

5. FINAL APPROVAL ORDER – If the settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, Plaintiff will file an unopposed motion requesting that the Court enter a Final Approval Order in substantially the same form attached as **Exhibit B**.

6. ADMINISTRATION AND NOTIFICATION PROCESS – A third-party class administrator jointly selected by and agreeable to the parties (“Class Administrator”) will administer the settlement and notification of the settlement to the Class Members. The costs and expenses for the administration of the settlement and class notice, including all work necessary to identify current contact information for the Class Members, will be paid by Defendant separate and apart from the Settlement Fund (defined below) and any other payments to Plaintiff or Class Counsel. The Class Administrator will be responsible for mailing the approved direct mail class notices and settlement checks to the Class Members.

7. The parties will provide notice of the settlement to the Class Members as follows:

A. Direct Mail Class Notice – The Class Administrator will, as expeditiously as possible but not to exceed 21 days from the Court’s entry of the Order of Preliminary Approval of

Class Action Settlement, send via U.S. mail written notice of the settlement to each Class Member at his or her last known valid address, address correction requested, as provided by Defendant. Defendant will provide the names and last-known addresses of all Class Members to the Class Administrator, in a Microsoft Excel spreadsheet or some other editable format, within 10 days of the filing of Plaintiff's unopposed motion for preliminary approval of class action settlement. The direct mail notices will include a detachable claim form to be returned to the Class Administrator to indicate the Class Member's desire to take part in the Settlement Fund (defined below) and to confirm that the Class Member's debt at issue was consumer in nature.

Before sending the direct mail class notices, the Class Administrator will confirm and, if necessary, update the addresses for the Class Members through the standard methodology it currently uses to update addresses, including attempting to identify an updated address for each Class Member. If any notice is returned with a new address, the Class Administrator will re-mail the notice to the new address and will update the Class Member address list with all forwarding addresses. If any notice is returned undeliverable without a new address, the Class Administrator will run a skip-trace search to attempt to locate an updated address and will re-mail the notice to the new address if a new address can be located. The direct mail class notice to the Class Members will be in substantially the form attached as **Exhibit C**.

B. Website Notice – Within 21 days of the Court's entry of the Order of Preliminary Approval of Class Action Settlement, Class Counsel will post on its website a long-form class notice in substantially the same form attached as **Exhibit D**. Class counsel will maintain the long-form notice, and other pertinent case materials such as the complaint, this settlement agreement, and the Order of Preliminary Approval of Class Action Settlement, on its website.

C. CAFA Notice – Defendant will be responsible for serving the CAFA notice required by 28 U.S.C. § 1715 within 10 days of the filing of Plaintiff’s unopposed motion for preliminary approval of the class action settlement.

8. CLAIMS, REQUESTS FOR EXCLUSION, AND OBJECTIONS – The Class Administrator will administer the receipt of any and all claims and requests for exclusion.

A. Any Class Member who desires to receive his or her pro-rata portion of the Settlement Fund (defined below) must submit, pursuant to and in the form attached as Exhibit C, a timely and valid claim to the Class Administrator with a postmark date no later than 60 days after the court’s entry of the Order of Preliminary Approval. Such Class Members must confirm that they received an initial debt collection letter from Defendant between April 17, 2019 and April 23, 2020, and that such letter concerned a debt incurred primarily for personal, family, or household (rather than commercial or business) purposes—for example, a debt relating to homeowners’ or condominium owners’ association assessments.

B. Any Class Member who desires to be excluded from the class must send a written request for exclusion to the Class Administrator with a postmark date no later than 60 days after the Court’s entry of the Order of Preliminary Approval. After the deadline passes, the Class Administrator will provide to Class Counsel a list of the names of each Class Member who submitted a timely exclusion. A copy of this list will be provided to the Court in connection with Plaintiff’s unopposed motion for final approval of the class action settlement.

C. In the written request for exclusion, the Class Member must set forth his or her full name, address, telephone number, and email address (if available), along with a statement that he or she wishes to be excluded, and his or her signature.

D. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of this Agreement.

E. Requests to be excluded from the Agreement must be provided in an individual capacity for each respective Class Member. “Mass,” “class,” and/or “representative” exclusion requests made on behalf of multiple Class Members are not acceptable and will not be valid.

F. Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days from the Court’s entry of the Order of Preliminary Approval. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel and Counsel for Defendant via U.S. Mail.

G. In the written objection, the Class Member must provide: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel; and his or her signature. Further, the Class Member must attach to his or her objection any documents supporting the objection, including documentation confirming that the objector is a Class Member.

H. Any Class Member who does not file a valid and timely objection to the settlement will be barred from seeking review of the settlement by appeal or otherwise.

I. Any Class Member who submits both an objection and an exclusion request will be treated as having submitted an exclusion and will be excluded from the settlement.

J. Any Class Member who does not timely submit an exclusion in accordance with ¶ 8(B) above will be bound by this Agreement regardless of whether he or she submitted a timely and valid claim pursuant to ¶ 8(A) above.

K. When responding to any inquiry from a Class Member, Plaintiff and Class Counsel will confirm that they believe the settlement is fair and reasonable.

L. Subject to approval by the Court, a fairness hearing will be conducted regarding the settlement within 90 to 120 days from the Court's entry of the Order of Preliminary Approval. Under Rule 23(c)(2)(B)(iv) of the Federal Rules of Civil Procedure, the Class Members will be notified that they may enter an appearance through an attorney at their own expense if the member so desires.

9. **RELEASES** – As of the Effective Date, (i) the Class Members who did not timely exclude themselves fully, finally, and forever settle, release, and discharge the Released Parties from the Released Class Claims, and are forever barred from asserting any of the Released Class Claims in any court against any of the Released Parties; and (ii) Plaintiff fully, finally, and forever settles, releases, and discharges the Released Parties from the Released Individual Claims, and is forever barred from asserting any of the Released Individual Claims in any court against any of the Released Parties.

10. **SETTLEMENT CONSIDERATION** – In consideration for the foregoing releases, the Parties agree to the following:

A. **Settlement Fund** – Defendant, in consultation with the Class Administrator, will cause to be established a \$24,000 non-reversionary settlement fund (“Settlement Fund”) within 7 days after the Final Order Day. Each Class Member who timely submits a valid claim form via U.S. Mail will receive a pro-rata portion of the Settlement Fund, to be calculated based on the number of Class Members who submit such timely, valid claims. The amount of the Settlement Fund is contingent on there being no more than 3,900 Class Members, including Plaintiff. Should

Defendant discover additional Class Members, the Settlement Fund will be increased by \$6 per additional Class Member over 3,900.

Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail a settlement check to each Class Member who participates in the settlement. Defendant's obligations pursuant to this paragraph will be considered fulfilled upon the mailing of the settlement checks, regardless of whether any settlement check is received, returned, or cashed, except that the Class Administrator will be obligated to take reasonable steps to forward all settlement checks returned with a forwarding address to such forwarding addresses. Each settlement check will be void 120 days after mailing.

To the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), such funds will be paid to Bay Area Legal Services as a *cy pres* recipient. No money from the Settlement Fund will revert to Defendant.

B. Payments to Plaintiff – Separate and apart from the Settlement Fund, Defendant will pay to Plaintiff \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) and an additional \$2,000, subject to the Court's approval, in recognition of her service to the Class Members (the "Payments to Plaintiff"). Defendant will pay these sums, as approved, within 10 days after the Final Order Day.

Additionally, Defendant agrees to waive its own collection costs, charges, or other fees it charged to Plaintiff's account (Plaintiff disputes that she owes, or owed, any such collection costs, charges, or other fees), and reduce Plaintiff's account balance by the same, such that Plaintiff owes the Countryside North Community association only those assessments, related interest, and collection costs owed to the association, in the total amount of \$655.35 as of the signing of this Agreement. Plaintiff must pay \$655.35 to Defendant within 21 days after the Final Order Day.

Upon Plaintiff's payment of \$655.35, her account with Defendant will be reduced to a zero balance, and Defendant and the association will release any related lien placed against Plaintiff's property. (Nothing herein affects Plaintiff's obligations to pay any future assessments that might become due after execution of this Agreement, or any collection costs, charges or interest that might relate thereto.) To the extent Defendant has reported Plaintiff's account to any major credit reporting agency, Defendant will, within 30 days after Plaintiff satisfies the foregoing obligations to the Countryside North Community association, notify such credit reporting agency that all entries on Plaintiff's credit report related to Plaintiff's account should be reported as paid in full.

C. Change in Defendant's Conduct – Defendant affirms that, as of the date of this Agreement, it no longer uses an initial debt collection letter in the form received by Plaintiff and which gave rise to the instant action.

D. Defendant's Collection of Debts – Other than what is expressly provided in ¶¶ 10(B) and 10(C) above, nothing herein shall be construed to limit or restrict Defendant's rights to pursue any debt(s) allegedly owed by the Class Members or by Plaintiff. Class Members and Plaintiff retain any and all defenses they may have concerning any such debt(s), except that they may not assert a defense or counterclaim based upon the Released Class Claims or the Released Individual Claims.

E. Attorneys' Fees and Expenses of Class Counsel – For the limited purposes of this settlement and for purposes of an award of attorneys' fees and reimbursement of litigation costs and expenses, Plaintiff is considered the prevailing party in this litigation under Fed. R. Civ. P. 23(h) and 15 U.S.C. § 1692k(a)(3). If the Parties' settlement is granted final approval by the Court, Defendant will not raise as a defense or argument that Plaintiff is not the prevailing party under the FDCPA in this lawsuit. In advance of the final fairness hearing, Class Counsel will file an

application for reasonable attorneys' fees, costs, and expenses of no more than \$32,500 in total, which Defendant will not oppose. Any amount awarded to Class Counsel for attorneys' fees, costs, and expenses will be paid by Defendant separate and apart from the Settlement Fund, costs of Settlement Administration, and any payments to Plaintiff.

Defendant will forward to Class Counsel payment for the attorneys' fees, costs, and expenses awarded by the Court no later than 10 days after the Court's order approving such attorneys' fees, costs, and expenses becomes final. Upon payment of the awarded attorneys' fees, costs, and expenses to Class Counsel, the Released Parties will have no further obligation with respect to Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on behalf of Plaintiff or any Class Member.

F. Settlement Administration – Separate from the Settlement Fund, the Payments to Plaintiff, and the Attorneys' Fees and Expenses of Class Counsel, Defendant will be responsible for paying all costs of class notice and administration of the settlement by the Class Administrator.

11. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Class Member will be deemed to have agreed and covenanted, not to file, commence, continue, prosecute, intervene in, participate in, or receive any benefits from any lawsuit or arbitration in any jurisdiction against any Released Party with respect to any of the Released Class Claims or to the Released Individual Claims. Other than as contemplated by this Agreement, Plaintiff agrees and covenants not to publicize this Agreement and not to solicit or to encourage others to commence or to participate in any claim, lawsuit or arbitration proceeding against the Released Parties.

12. TERMINATION – After completing a good-faith negotiation, Plaintiff and Defendant will each have the right to terminate this Agreement for cause by providing written notice to the other within 7 days following:

- A. The Court's refusal to preliminarily approve the settlement;
- B. The Court's refusal to approve the settlement following notice to the Class Members and the final fairness hearing;
- C. The Court approving the settlement, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise; or
- D. Notice that the number of Class Members electing to exclude themselves exceeds 25.

If either Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement will be of no force and effect, and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed.

The settlement here is not conditioned on the allowance or disallowance by the Court of any applications by Plaintiff or Class Counsel for an incentive award or an award of attorneys' fees, costs, and expenses. The fee and expense request and the incentive award will be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement set forth herein. Any order regarding an application for an incentive award or attorneys' fees, costs, and expenses will not operate to terminate or cancel this settlement or affect the finality of the settlement of this matter.

13. MISCELLANEOUS PROVISIONS – Any exhibits to this Agreement are an integral part of the settlement and are expressly incorporated herein as part of this Agreement.

14. This Agreement is for settlement purposes only and is a recognition that the Parties desire to buy peace in accordance with the terms of this Agreement. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by Defendant or any Released Party. Defendant denies any liability whatsoever to Plaintiff or the Class Members.

15. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

16. This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties. The terms of this Agreement are contractual.

17. This Agreement is to be interpreted in accordance with Florida law.

18. Any dispute, challenge, or question relating to this Agreement is to be heard only by the United States District Court for the Middle District of Florida.

19. The Parties agree that the United States District Court for the Middle District of Florida has subject matter jurisdiction over the claims at issue and will request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, and over the administration and enforcement of this Agreement.

20. This Agreement will be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

21. In the event that any material provisions of this Agreement are held invalid or unenforceable for any reason, such invalidity or unenforceability does not affect other provisions of this Agreement if Plaintiff and Defendant mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.

22. This Agreement is deemed to have been drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will be construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

23. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together constitutes one and the same instrument.

24. The Parties understand that this Agreement is a public document that will be filed with the Court for its review and approval.

25. Notices & Communications – All requests, demands, claims and other communications hereunder must: (a) be in writing; (b) be delivered by U.S. Mail; (c) be deemed to have been duly given on the date received; and (d) be addressed to the intended recipients as set forth below:

If to Plaintiff or the Class:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, Florida 33487

If to Defendant:

Thomas A. Conrad
Law Offices of John E. Korf
1200 S. Pine Island Road, Suite 750
Plantation, FL 33324

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

Tamberly T. Brockman
Tamberly T. Brockman (Jul 20, 2020 11:03 EDT)

Tamberly T. Brockman

Dated: July 20, 2020

Jesse S. Johnson
Jesse S. Johnson (Jul 20, 2020 09:32 EDT)

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487
Telephone: 561-826-5477

Dated: July 20, 2020

Class Counsel

For Mankin Law Group, P.A.

Dated: July ____, 2020

Thomas A. Conrad
Law Offices of John E. Korf
1200 S. Pine Island Road, Suite 750
Plantation, FL 33324
Telephone: 954-424-4660

Dated: July ____, 2020

Counsel for Defendant

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

Tamberly T. Brockman

Dated: July ____, 2020

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487
Telephone: 561-826-5477

Dated: July ____, 2020

Class Counsel



For Mankin Law Group, P.A.

Dated: July 20, 2020



Thomas A. Conrad
Law Offices of John E. Korf
1200 S. Pine Island Road, Suite 750
Plantation, FL 33324
Telephone: 954-424-4660

Dated: July 20, 2020

Counsel for Defendant

Exhibit A

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

TAMBERLY T. BROCKMAN, on behalf of	:	Civil Action No. 8:20-cv-893-T-35JSS
herself and others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MANKIN LAW GROUP, P.A.,	:	
	:	
Defendant.	:	
	:	

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

WHEREAS, this Court has been advised that the parties to this action, Tamberly T. Brockman (“Plaintiff” or “Class Representative”), and Mankin Law Group, P.A. (“Defendant”), through their respective counsel, have agreed, subject to Court approval following notice to the Class Members and a hearing, to settle the above-captioned lawsuit (“Lawsuit”) upon the terms and conditions set forth in the Class Action Settlement Agreement (“Settlement Agreement”), which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference herein (with capitalized terms as set forth in the Settlement Agreement);

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to this Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held on _____, 2020, after notice to the Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final

Approval Order should be entered in this Lawsuit:

IT IS HEREBY ORDERED:

This Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto.

If Defendant has not already done so, then pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715, within 10 days of this Order, Defendant will cause to be served written notice of the proposed class settlement on the United States Attorney General and the attorneys general for those states in which a class member resides.

Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Lawsuit is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following class of plaintiffs (“Class Members”) with respect to the claims asserted in the Lawsuit:

All persons (a) to whom Mankin Law Group, P.A. mailed to a Florida address an initial debt collection communication, (b) not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between April 17, 2019 and April 23, 2020, (e) that stated: “All disputes must be in writing.”

Defendant represents that there are approximately 3,900 potential Class Members, including Plaintiff.

Pursuant to Rule 23, the Court appoints Tamberly T. Brockman as the Class Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel. *See Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (Whittemore, J.) (appointing Greenwald Davidson Radbil PLLC class counsel); *Dickens v. GC Servs. Ltd. P’ship*, 336 F. Supp. 3d 1369 (M.D. Fla. 2018) (Moody, Jr., J.) (same); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017) (Merryday, J.) (same); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644 (M.D. Fla. 2015)

(Whittemore, J.) (same).

This Court preliminarily finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Rule 23, namely:

- A. The Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the Class Members;
- D. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all Class Members; and
- E. Class treatment of these 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.

Johnston, 2017 WL 1231070, at *1 (certifying Fair Debt Collection Practices Act (“FDCPA”) class for settlement purposes).

This Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Settlement Agreement is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of (i) the benefits to the Class Members; (ii) the strengths and weaknesses of Plaintiff’s case; (iii) the anticipated duration, complexity, and expense of additional litigation; (iv) the risk and delay inherent in such additional litigation and possible appeals; (v) the limited amount of any potential total recovery for the Class, given the cap on statutory damages for claims brought pursuant to the FDCPA; and (vi) the opinion of Class Counsel, who are highly experienced in this area of class action litigation. *See Leverso v. SouthTrust Bank of AL., N.A.*, 18 F.3d 1527, 1530 (11th Cir. 1994).

A third-party class administrator acceptable to the parties will administer the settlement and notification to Class Members. The class administrator will be responsible for mailing the approved class action notice and settlement checks to the Class Members. The costs of administration will be paid by Defendant separate and apart from the Settlement Fund. Upon the recommendation of the parties, this Court hereby appoints the following class administrator: First Class, Inc. *See, e.g., Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-338, 2017 WL 6759382, at *5 (W.D. Wis. Dec. 29, 2017) (appointing First Class, Inc. as class administrator); *Green v. Dressman Benzinger Lavelle, PSC*, No. 14-142, 2014 WL 4816698, at *2 (W.D. Ohio Sept. 18, 2014) (same).

This Court approves the form and substance of the Direct Mail Notice of Class Action Settlement, attached to the Settlement Agreement as Exhibit C. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. This Court finds that the proposed notice is clearly designed to advise the Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the notice to the Class Members as expeditiously as possible, but in no event later than 21 days after the Court's entry of this order, *i.e.*, **no later than _____, 2020**. The class administrator will confirm, and if necessary, update the addresses for the Class Members through standard methodology that the class administrator currently uses to update addresses.

Class counsel's petition for an award of attorneys' fees and reimbursement of costs and expenses must be filed with the Court no later than 30 days after the Court's entry of this order,

i.e., **no later than** _____, **2020**.

Any Class Member who wishes to receive a pro-rata portion of the Settlement Fund must send a valid, timely claim form to First Class, Inc. with a postmark date no later than 60 days after the Court's entry of this order, *i.e.*, **no later than** _____, **2020**.

Any Class Member who desires to be excluded from the class must send a written request for exclusion to the class administrator with a postmark date no later than 60 days after the Court's entry of this order, *i.e.*, **no later than** _____, **2020**. To be effective, the written request for exclusion must state the Class Member's full name, address, telephone number, and email address (if available), include a statement that the Class Member wishes to be excluded, and be signed by the Class Member. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement.

Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days after the Court's entry of this order, *i.e.*, **no later than** _____, **2020**. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel, attention: Jesse S. Johnson, Greenwald Davidson Radbil PLLC, 7601 N. Federal Highway, Suite A-230, Boca Raton, FL 33487; and Counsel for Defendant, Thomas A. Conrad, Law Offices of John E. Korf, 1200 S. Pine Island Road, Suite 750, Plantation, FL 33324.

To be effective, a notice of intent to object to the Settlement must:

- (a) Contain a heading which includes the name of the case and case number;
- (b) Provide the name, address, telephone number, and email address (if available) of the Class Member filing the objection;

- (c) Be filed with the Clerk of the Court no later than 60 days after the Court preliminarily approves the settlement;
- (d) Be sent to Class Counsel and counsel for Defendant at the addresses designated in the notice by first-class mail, postmarked no later than 60 days after the Court preliminarily approves the settlement;
- (e) Contain the name, address, bar number, and telephone number of the objecting Class Member's counsel, if represented by an attorney, as well as a statement whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel. If the Class Member is represented by an attorney, he/she must comply with all applicable laws and rules for filing pleadings and documents in the U.S. District Court for the Middle District of Florida;
- (f) Contain a statement of the specific basis for each objection, and provide evidence that the objector is a member of the Class; and
- (g) Include the signature of the objecting Class Member.

Any Class Member who has timely filed an objection may appear at the final fairness hearing, in person or by counsel, to be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the settlement, and on the application for an award of attorneys' fees, costs, and expenses.

Upon final approval from the Court, the class administrator will mail a settlement check to each Class Member who submits a valid, timely claim form. Each participating Class Member will receive a pro-rata portion of the \$24,000 Settlement Fund. Additionally, Defendant will pay to the Class Representative the sum of \$1,000 as statutory damages pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k(a)(2)(B)(i), and, upon this Court's consideration and approval, an additional \$2,000 for her service to the Class Members.

The Court will conduct a final fairness hearing on _____, **2020** at the United States District Court for the Middle District of Florida, Sam M. Gibbons United States

Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, to review and rule upon the following issues:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 23;
- B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Class Members and should be approved by the Court;
- C. Whether a Final Approval Order, as provided under the Settlement Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the Released Class Claims and Released Individual Claims against the Released Parties; and
- D. To discuss and review other issues as the Court deems appropriate.

Attendance by Class Members at the final fairness hearing is not necessary. Class Members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Class Members wishing to be heard are, however, required to appear at the final fairness hearing. The final fairness hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

Submissions by the Parties in support of the settlement, including memoranda in support of final approval of the proposed settlement, and responses to any objections, must be filed with the Court no later than 28 days prior to the final fairness hearing, *i.e.*, **no later than** _____, **2020**. Opposition briefs to any of the foregoing must be filed no later than 14 days prior to the final fairness hearing, *i.e.*, **no later than** _____, **2020**.

This Order will be null and void if any of the following occur:

- A. The Settlement Agreement is terminated by any of the Parties for cause, or any specified material condition to the settlement set forth in the Settlement Agreement is not satisfied and the satisfaction of such condition is not waived in writing by the Parties; or
- B. The Court approves the Settlement Agreement, including any amendment thereto approved by the Parties, but such approval is reversed on appeal and such reversal

becomes final by lapse of time or otherwise.

If the Settlement Agreement and/or this order are voided, then the Settlement Agreement will be of no force and effect, and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed and this order never entered.

The Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement.

The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
_____	Preliminary Approval Order Entered
_____	Direct Mail Notice Sent (21 days after Preliminary Approval Order entered)
_____	Filing of Class Counsel's Petition for Attorneys' Fees, Costs, and Expenses (30 days after entry of Preliminary Approval Order)
_____	Deadline to Submit Claim, Send Exclusion, or File Objection (60 days after entry of Preliminary Approval Order)
_____	Filing of Motion for Final Approval and Responses to Any Objections (28 days before final fairness hearing)
_____	Opposition, if any, to Final Approval (14 days before final fairness hearing)
_____	Final Fairness Hearing Held

IT IS SO ORDERED.

Dated:

The Hon. Mary S. Scriven
U.S. District Judge

Exhibit B

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

TAMBERLY T. BROCKMAN, on behalf of herself and others similarly situated,	:	Civil Action No. 8:20-cv-893-T-35JSS
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MANKIN LAW GROUP, P.A.,	:	
	:	
Defendant.	:	
	:	

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

On _____, 2020, Tamberly T. Brockman (“Plaintiff”) filed her unopposed motion to preliminarily approve the parties’ proposed class settlement.

On _____, 2020, Mankin Law Group, P.A. (“Defendant”) served on all relevant authorities the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715.

On _____, 2020, this Court preliminarily approved the parties’ proposed settlement.

On _____, 2020, First Class, Inc. distributed notice of the parties’ proposed class settlement, as ordered.

On _____, 2020, Plaintiff filed her unopposed motion for approval of an award of attorneys’ fees, costs, and litigation expenses to class counsel.

On _____, 2020, Plaintiff filed her unopposed motion to finally approve the parties’ proposed settlement.

On _____, 2020, this Court held a fairness hearing regarding Plaintiff’s and Defendant’s proposed settlement.

Having considered Plaintiff's unopposed motions, this Court finally approves the proposed settlement.

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

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

All persons (a) whom Mankin Law Group, P.A. mailed to a Florida address an initial debt collection communication, (b) not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between April 17, 2019 and April 23, 2020, (e) that stated: "All disputes must be in writing."

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.

Johnston v. Kass Shuler, P.A., No. 16-3390, 2017 WL 1231070, at *1 (M.D. Fla. Mar. 29, 2017) (Merryday, J.) (certifying settlement class under the Fair Debt Collection Practices Act ("FDCPA")).

This Court also confirms its appointment of Tamberly T. Brockman 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

7601 N. Federal Highway, Suite A-230
Boca Raton, Florida 33487

See id., at *1 (appointing Greenwald Davidson Radbil PLLC class counsel in FDCPA litigation); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644, 661, 664 (M.D. Fla. 2015) (Whittemore, J.) (same).

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

1. Defendant will create a class settlement fund ("Settlement Fund") in the amount of \$24,000, which will be distributed on a pro-rata basis to all class members who submitted valid and timely claim forms, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii).
2. Defendant will pay to Plaintiff \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i), and an additional \$2,000 in recognition of her service to the class members.
3. Defendant will pay all costs of class notice and administration of the settlement separate and apart from any monies paid to Plaintiff, class members, or class counsel.

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 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 parties' proposed settlement, and the right to object to, or opt-out of, it.

This Court additionally finds that Plaintiff's and Defendant's settlement, on the terms and conditions set forth in their class action settlement agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the class members. The \$24,000 Settlement Fund for class members is more than adequate considering (1) the substantial monetary benefits to the

class members, as well as the prospective relief afforded all consumers by way of Defendant's changed collections practices; (2) the strengths and weaknesses of Plaintiff's case on the merits and on the propriety of class certification; (3) the anticipated duration, complexity, and expense of additional litigation, including contested class certification and summary judgment motion practice, plus potentially trial and appeals thereafter; (4) the risk and delay inherent in such additional litigation and possible appeals, including the risks of establishing damages given the permissive nature of statutory damages under the FDCPA; (5) the limited amount of any potential total recovery for the class, given the cap on statutory damages for claims brought pursuant to the FDCPA; and (6) the opinion of class counsel, who are highly experienced in this area of consumer protection class action litigation. *See Leverso v. SouthTrust Bank of AL., N.A.*, 18 F.3d 1527, 1530 (11th Cir. 1994).

This Court finds that the class members were given a fair and reasonable opportunity to object to the settlement. [#] class member(s) objected to the settlement. The [#] class members who made valid and timely requests for exclusion are excluded from the class and settlement and are not bound by this order. Those persons are: _____.

This order is binding on all class members, except those individuals who validly and timely excluded themselves from the settlement.

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 \$32,500 for class counsel's attorneys' fees and reimbursement of related litigation costs and expenses. This award is reasonable in light of class counsel's hourly

rates and the time invested in this matter to bring it to a successful conclusion, as well as the successful result for class members.

The Court approves the payment of \$1,000 to Plaintiff in statutory damages, and \$2,000 as an incentive award. The Court finds the incentive award appropriate given Plaintiff's efforts in bringing and prosecuting this case, as well as the results achieved for the class. These payments are to be made by Defendant separate and apart from the monies paid to class members, and thus will not diminish class members' recoveries.

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.

Dated:

The Hon. Mary S. Scriven
U.S. District Judge

Exhibit C

What is this lawsuit about? Tamberly T. Brockman (“Class Representative”) sued Mankin Law Group, P.A. (“Defendant”) alleging that the company sent initial debt collection letters to consumers requiring disputes to be in writing, in violation of the Fair Debt Collection Practices Act (“FDCPA”). Defendant denies that it violated the FDCPA. The Court did not decide who is right. In connection with a settlement, the Court certified a class of persons in Florida to whom Defendant sent an initial written communication, between April 17, 2019 and April 23, 2020, in connection with the collection of a consumer debt (the “Class”), which would include a debt relating to homeowners’ or condominium owners’ association assessments or charges.

Why did you receive this notice? You received this notice because the records of Defendant identified you as a potential member of the following class: All persons (a) to whom Mankin Law Group, P.A. mailed to a Florida address an initial debt collection communication, (b) not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between April 17, 2019 and April 23, 2020, (e) that stated: “All disputes must be in writing.”

What does the settlement provide? (1) Defendant will establish a settlement fund in the amount of \$24,000 to pay the class members, allowing for approximately \$30-\$60 for each participating class member, depending on the number of class members who submit timely, valid claims; (2) separately from the settlement fund, Defendant will pay the reasonable costs and expenses of administrating the class action settlement; (3) separately from the settlement fund, Defendant also will pay reasonable attorneys’ fees and costs to class counsel not to exceed \$32,500, subject to the Court’s approval; and (4) separately from the settlement fund, Defendant also will pay the Class Representative \$1,000 for her individual claims and, subject to the Court’s approval, an additional \$2,000 for her service to the Class. Moreover, for all future mailings in connection with the collection of a consumer debt, Defendant will no longer use an initial debt collection letter in the same form sent to class members.

What are my legal rights and options? As a class member, you have four options. First, you may timely complete and return the claim form found on the backside of this postcard, in which case you will receive a pro-rata share of the settlement fund. Second, you may do nothing, in which case you will not receive a pro-rata share of the settlement fund, but you will release any claim(s) that you have against Defendant related to the claims in this case. Third, you may exclude yourself from the settlement, in which case you will not receive a pro-rata share of the settlement fund, but you will not release any claim(s) that you have against Defendant. And fourth, you may object to the settlement. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit www.gdrlawfirm.com/MankinLawGroup, or contact the settlement administrator by writing to: First Class, Inc., c/o [ADDRESS].

When is the final fairness hearing? The Court will hold a final fairness hearing on [DATE], at [TIME]. The hearing will take place in the United States District Court for the Middle District of Florida, 801 North Florida Avenue, Tampa, Florida 33602. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

Front Inside

This is a notice of a settlement of a class action lawsuit. This is not a notice of a lawsuit against you.

You may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

Brockman v. Mankin Law Group, P.A., 8:20-cv-893

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summararily explains your rights and options to participate in a class action settlement.

Brockman v. Mankin Law Group, P.A.

c/o _____

Permit
Info here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID>>
 <<Name>>
 <<Address>>
 <<City>>, <<State>> <<Zip>>

Front Outside

Carefully separate at perforation

UNITED STATES DISTRICT COURT
Middle District of Florida

Brockman v. Mankin Law Group, P.A.,
No. 8:20-cv-893

CLAIM FORM

[admin] ID: «[Admin] ID»
«First Name» «Last Name»
«Address1»
«City», «State» «Zip»

Name/Address Changes:

I am a person to whom Mankin Law Group, P.A. sent an initial letter between April 17, 2019 and April 23, 2020, in connection with the collection of a consumer debt. I wish to participate in this settlement.

Bottom Inside

IF YOU MOVE AFTER SUBMITTING THIS CLAIM FORM, send your CHANGE OF ADDRESS to the Settlement Administrator at the address on the reverse of this form.

Signature: _____ Date: _____

To Receive A Payment You Must Sign, Date And Mail This Claim Form,
Postmarked On Or Before [DATE].

To exclude yourself from the class action settlement you must mail a written request for exclusion to the Claims Administrator, postmarked on or before [DATE].
Your request must include the information required by the Court's [DATE] Order.

Please Affix
Postage Here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

Brockman v. Mankin Law Group, P.A.

Exhibit D

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

You may benefit from this class action settlement.

You are not being sued.

If you received a debt collection letter from Mankin Law Group, P.A., between April 17, 2019 and April 23, 2020, you may benefit from the settlement of this class action lawsuit.

*This case is titled Tamberly T. Brockman v. Mankin Law Group, P.A.,
Case No. 8:20-cv-893 (M.D. Fla.).*

*A federal court authorized this notice.
This is not a solicitation from a lawyer.*

This is a class action lawsuit about whether Mankin Law Group, P.A. (“Defendant”) violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”), by sending a specific form of debt collection letter. The parties have agreed to a settlement of this lawsuit. Defendant has not admitted liability, and its agreement to settle should not be construed as an admission of liability or fault. The Court has not resolved the merits of this class action lawsuit.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you received a debt collection letter from Defendant, between April 17, 2019 and April 23, 2020, in connection with the collection of a consumer debt—including, for example, a debt relating to homeowners’ or condominium owners’ association assessments or charges—that stated, “All disputes must be in writing,” you will receive a cash payment as explained in Section No. 6 below if you submit a valid, timely claim form.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you received a debt collection letter from Defendant, between April 17, 2019 and April 23, 2020, in connection with the collection of a consumer debt—including, for example, a debt relating to homeowners’ or condominium owners’ association assessments or charges—that stated, “All disputes must be in writing,” but you do not submit a valid, timely claim form, you will receive no benefits while also giving up your legal claims against Defendant.
ASK TO BE EXCLUDED	If you exclude yourself, you will get no payment. This allows you to pursue claims against Defendant on your own that are otherwise resolved by this lawsuit.

OBJECT	You may write to the Court about why you do not agree with the settlement.
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These rights and options—**and the deadlines to exercise them**—are explained in this notice. The Court in charge of this case still must decide whether to approve the settlement. If it does, and after any appeals are resolved, money will be distributed to those who qualify. Please be patient.

1. What is the purpose of this notice?

A Court authorized this notice to advise class members about a proposed settlement of this class action, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the parties’ settlement agreement, and after any appeals are resolved, payments will be made to everyone who submits a timely, valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

2. What is this lawsuit about?

The lawsuit claims that Defendant violated the FDCPA by mailing a specific form of debt collection letter to consumers in Florida misinforming them that any disputes as to the validity of their debts must be made in writing. Defendant maintains that it did not act wrongfully or unlawfully, and Defendant’s agreement to settle these claims should not be construed as an admission of liability. The Court did not decide who is right and who is wrong.

3. What is a class action?

In a class action, one or more people called a “Class Representative” (here, Tamberly T. Brockman) sue on behalf of themselves and others who have similar claims. All these people with similar claims are the “Class Members,” or collectively the “Class.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Both sides agreed to settle to avoid the cost, risk, and delay of litigation, and the uncertainty of trial. The Court did not decide in favor of Ms. Brockman or Defendant. By settling, the parties avoid the cost and risk of a trial, and the people who qualify will get compensation. The Class Representative and her attorneys think the settlement is best for all Class Members.

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

The Class includes all persons in Florida to whom, between April 17, 2019 and April 23, 2020, Defendant mailed an initial debt collection letter in connection with the collection of a consumer

debt, stating: “All disputes must be in writing.” There are approximately 3,900 persons in total in the Class.

6. What can I get from the settlement?

Everyone who submits a valid, timely claim form will receive a cash payment, though the amount of that payment will depend on the number of class members who participate. If every class member participates in the settlement, each class member will receive a cash payment of approximately \$6 from the \$24,000 settlement fund. But based on historical participation rates in this type of case, Class Counsel anticipates that participating class members will each receive between \$30 and \$60.

In addition, Defendant has ceased engaging in the practice that Plaintiff contended violated the FDCPA. However, please note that the settlement does not affect any obligation you may have to pay any valid debts that Defendant may be trying to collect from you.

7. I want to be a part of the settlement and receive these benefits. What do I need to do?

You must submit a valid, timely claim form postmarked **no later than [DATE]**. If you do not submit a claim form, you will not be entitled to share in the settlement fund. If you submit a valid, timely claim form, you will receive these benefits approximately 60 days after the settlement has been finally approved.

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

Unless you exclude yourself, you remain in the Class, which means all of the Court’s orders will apply to you, and you cannot individually sue Defendant over the claims settled in this case. If you stay in the Class, you will agree to release and discharge Defendant as described in the settlement agreement.

9. How do I get out of the settlement?

If you don’t want a payment from this settlement, but you want to keep the right to individually sue Defendant about the issues in this case, then you must take steps to get out of the settlement. To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Tamberly T. Brockman v. Mankin Law Goup, P.A.*, Case No. 8:20-cv-893 (M.D. Fla.), including your full name, address, telephone number, email address (if available), and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. You must mail your request for exclusion postmarked **on or before [DATE]** to:

First Class, Inc. / _____
5410 Roosevelt Road, Suite 222
Chicago, IL 60644

Submitting a timely and valid exclusion request, in writing, is the only way to exclude yourself from the settlement.

10. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to individually sue Defendant for the claims that this settlement resolves.

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

No. If you exclude yourself, you will not receive any payment, but you will have the right to sue Defendant over the claims raised in this lawsuit, either on your own or as part of a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the “statute of limitations”) will begin to run again.

12. Do I have a lawyer in this case?

The Court appointed Jesse S. Johnson of Greenwald Davidson Radbil PLLC as “Class Counsel” to represent you and other Class Members. You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

13. How will the lawyers and Class Representative be paid?

Class Counsel will ask the Court for up to \$32,500, to be paid separately from monies paid to Class Members, to cover attorneys’ fees and reimbursement of their litigation costs and expenses. The Court may award Class Counsel less than this amount. You will be able to view Class Counsel’s Motion for Attorneys’ Fees and Reimbursement of Litigation Costs and Expenses on Class Counsel’s website, www.gdrlawfirm.com/MankinLawGroup, once that motion has been filed with the Court.

Separately, Defendant will pay the Class Representative \$1,000 in settlement of her individual claims, plus an additional \$2,000 in recognition of her service to the Class, subject to the Court’s approval.

14. Is this a fair settlement?

The FDCPA is a federal statute which provides for both individual actions and class actions.

In a class action under the FDCPA, the maximum possible recovery is (i) any actual damages suffered by the class members, and (ii) the lesser of 1% of the Defendant’s net worth or \$500,000. The Court, in its discretion, may award anything from \$0 up to the maximum amount to a prevailing party. In addition, the person bringing the suit can also recover attorneys’ fees and the expenses of prosecuting the suit, if it is successful.

In this case, based upon Defendant’s net worth and the damages allowed under the FDCPA, Plaintiff and Class Counsel believe this settlement is very favorable to Class Members.

15. How do I tell the Court if I do not agree with the settlement?

If you are a class member, you can object to the settlement or any part of the settlement that you do not believe is fair, reasonable, and adequate. To be effective, your objection must be in writing and must: (a) contain a heading which includes the name of the case and case number: *Tamberly T. Brockman v. Mankin Law Group, P.A.*, Case No. 8:20-cv-893; (b) include your full name, address, telephone number and email address (if available); (c) state the grounds for objection, as well as identify any documents that you desire the Court to consider, including all legal authorities you intend to present at the settlement fairness hearing, and provide evidence that you are a class member; (d) state whether you intend to appear at the final fairness hearing on your own or through counsel; and (e) include your signature.

For your written objection to be valid, it must be postmarked **no later than [DATE]**, and you must send it via first-class mail to the Court and to the two attorneys listed below:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Thomas A. Conrad
Law Offices of John E. Korf
1200 S. Pine Island Road, Suite 750
Plantation, FL 33324

Clerk of Court
United States District Court for the Middle District of Florida
801 North Florida Avenue
Tampa, Florida 33602

15. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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

The Court has scheduled a settlement approval hearing (“Settlement Approval Hearing”) at **[TIME]** on **[DATE]** at the United States District Court for the Middle District of Florida, 801 North Florida Avenue, Tampa, Florida 33602. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. However, you are welcome to appear at your own expense.

18. What happens if I do nothing at all?

If you do nothing and the Court approves the settlement, you will not receive any payment from the settlement fund, but you will be bound by the terms of the settlement, including the release of claims in favor of Defendant.

19. How do I get more information about the settlement?

This notice is only a summary of the proposed settlement of this lawsuit. All pleadings and documents filed with the Court, including the class action settlement agreement, may be reviewed or copied at the office of the Clerk of Court, United States District Court for the Middle District of Florida.

In addition, the Court's Order granting preliminary settlement approval and Class Counsel's Motion for Attorney's Fees will be available on Class Counsel's website, www.gdrlawfirm.com/MankinLawGroup.

Please do not call the Judge about this case. *Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, Defendant's attorneys do not represent you and cannot give you legal advice.*

You can call Greenwald Davidson Radbil PLLC, the firm representing the Class, at (561) 826-5477 if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to jjohnson@gdrlawfirm.com or obtain information through Class Counsel's website at www.gdrlawfirm.com/MankinLawGroup.