

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

DANA REEVES, on behalf of herself and others similarly situated,	:	Civil Action No.: 5:20-cv-11034-JEL-DRG
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
PATENAUDE & FELIX, A.P.C.,	:	
	:	
Defendant.	:	

Class Action Settlement Agreement

This class action settlement agreement (“Agreement”) is entered into between Dana Reeves (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Patenaude & Felix, A.P.C. (“Defendant”). This Agreement is intended by Plaintiff and Defendant, on behalf of themselves 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

On April 27, 2020, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court, Eastern District of Michigan, Case No. 5:20-cv-11034-JEL-DRG, asserting putative class claims arising under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, *et seq.*;

Plaintiff alleges that Defendant violated the FDCPA regarding its debt collection efforts with respect to Plaintiff and certain Michigan consumers;

Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members, or that it violated the FDCPA;

The Parties desire and intend to settle and resolve all the claims asserted in the Lawsuit;

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

The Parties believe that settlement by way of this Agreement is in their best interests;

Plaintiff's counsel have conducted an evaluation of the claims to determine how best to serve the interests of the Class Members;

Plaintiff's counsel 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 damages set forth in the FDCPA, balanced against the 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;

Prior to entering into this Agreement, counsel for the Parties exchanged information concerning the size of the class, Defendant's financial position and Defendant's settlement of two prior class actions over the same conduct that this case revolves around, which helped to inform their negotiations;

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;

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. 1715; and

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 may oppose any appeals from any orders of final approval not taken by the Parties.

In consideration of the promises, representations, and warranties set forth, the Parties agree as follows:

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

A. “Effective Date” means the first business day after the “Final Order Day” (as defined below).

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 Member” means any person who meets the following definition:

All persons (a) to whom Patenaude & Felix, A.P.C. mailed an initial debt collection communication to a Michigan address not known to be returned as undeliverable, (b) in connection with the collection of a consumer debt, (c) between May 23, 2019 and April 27, 2020, (d) which included a due date for a minimum payment amount that was within 30 days of the date of the initial debt collection communication.

D. “Participating Class Member” means a Class Member who submits a timely and valid claim to participate in the settlement.

E. “Released Claims” means all claims arising out of the mailing of an initial written communication sent by Defendant to Class Members between May 23, 2019 and April 27, 2020

that relate to the allegations in the Complaint. Nothing herein prevents Defendant from collecting or attempting to collect any remaining debts allegedly owed by any Class Member, nor will it prevent Plaintiff or any Class Member from asserting any defenses she or he has to the alleged debts.

F. “Released Parties” means Defendant, and each of its past, present, and future directors, officers, employees, agents, representatives, partners, principals, clients, insurers, co-insurers, re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company.

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 Plaintiff should be appointed as the Class Representative for the Class Members and that James L. Davidson of Greenwald Davidson Radbil PLLC and Ronald S. Weiss should be appointed as counsel for the Class Members (“Class Counsel”).

4. ORDER OF PRELIMINARY APPROVAL – 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 AND JUDGMENT – 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 the Final Approval Order and Judgment in substantially the same form attached as **Exhibit B**.

6. ADMINISTRATION AND NOTIFICATION PROCESS – First Class, Inc.—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). The Class Administrator will be responsible for mailing the approved class action notice and settlement checks to the Class Members. 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 five days of the filing of Plaintiff's unopposed motion for preliminary approval of class action settlement.

7. 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, provide notice of the settlement to the Class Members as follows:

A. Written Class Notice – The Class Administrator will send via U.S. mail pre-paid return postage written notice of the settlement to each Class Member at his or her last known valid address, address correction requested, as provided by Defendant. Before sending the written notice, 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. 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 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 written notice to the Class Members will be in substantially the form attached as **Exhibit C**. A website notice, which will be posted on Class Counsel's website, will be in substantially the form attached as **Exhibit D**.

B. CAFA Notice – Defendant will serve 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 Class Action Settlement.

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

A. 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 of Class Action Settlement. After that deadline passes, the Class Administrator will provide to Class Counsel and Defendant’s 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 Class Action Settlement.

B. In the written request for exclusion, the Class Member must—subject to the Court’s approval—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 must sign said request for exclusion.

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

D. 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 of Class Action Settlement. 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.

E. In the written objection, the objecting Class Member must—subject to the Court’s approval—state his or her full name, address, telephone number, and email address (if available); state the reasons for his or her objection; state the name, address, bar number and telephone number of his or her counsel, if represented by an attorney; include a statement of the specific basis for each objection; identify all documents which the objector desires the Court to consider, including a list of any legal authority the objector will present at the settlement approval hearing; attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member; and state whether he or she intends to appear at the settlement approval hearing on his or her own behalf or through counsel.

F. 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.

G. Any Class Member who submits both an objection and an exclusion will be treated as having submitted an exclusion, and will be excluded from the class.

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

I. Subject to approval by the Court, a fairness hearing will be conducted regarding the settlement within 100 to 130 days from the Court’s entry of the Order of Preliminary Approval of Class Action Settlement. 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 –

A. Release by Plaintiff. As consideration for this Agreement, as of the Effective Date, Plaintiff releases and forever discharges the Released Parties from any and all causes of action, suits, debts, dues, damages, including compensatory and punitive damages, medical payment benefits, 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 against Defendant from the beginning of time through the Effective Date. This release does not limit or foreclose any defenses Plaintiff may have regarding the underlying debt Defendant sought to collect from her.

B. Release by the Class. Each Class Member who did not timely exclude himself or herself releases and forever discharges, as of the Effective Date, the Released Parties from the Released Claims.

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 establish a non-reversionary settlement fund of \$6,500 (“Settlement Fund”) within 7 days of Final Order Day. The amount of the Settlement Fund is contingent on there being no more than 550 Class Members, including Plaintiff. If Defendant later determines there to be more than 550 Class Members, Defendant will add \$11.81 to the Settlement Fund for each additional Class Member above 550.

Within 21 days of the Final Order Day, the Class Administrator will send via U.S. mail a settlement check for a pro rata share of the settlement fund to each Participating Class Member.

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 90 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 Legal Services of South Central Michigan as a *cy pres* recipient.

B. Payment to Plaintiff – Separate and apart from the Settlement Fund, Defendant will pay \$1,000 to Plaintiff (“Payment to Plaintiff”) within 7 days of the Final Order Day for her “additional” damages pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i).

C. Incentive Award – Plaintiff will seek, and Defendant will not oppose, an incentive award of \$500 for her work on behalf of the class (“Incentive Award”).

D. Defendant's Future Conduct – Defendant affirms that it is no longer using the form of debt collection letter at issue in this case.

E. Attorneys' Fees, Expenses, and Costs of Class Counsel – Plaintiff is the prevailing party under Fed. R. Civ. P. 23(h) and 15 U.S.C. § 1692k(a)(3). Prior to the objection and exclusion deadline, Plaintiff will file a motion for attorneys' fees, expenses, and costs, which Defendant may oppose. Prior to Plaintiff moving for attorneys' fees, expenses, and costs, the Parties will engage in good faith discussions to attempt to resolve the issue of Plaintiff's attorneys' fees, expenses, and costs. Any attorneys' fees, expenses, and costs awarded to Plaintiff by the Court (the “Attorneys' Fees, Expenses, and Costs of Class Counsel”) will be paid by Defendant separate and apart from

the Settlement Fund, Costs of Settlement Administration (defined below), Payment to Plaintiff, and Incentive Award.

Defendant will forward to Class Counsel payment of Attorneys' Fees, Expenses, and Costs of Class Counsel no later than 7 days after the date that the order approving them becomes final. The order awarding Attorneys' Fees, Expenses, and Costs of Class Counsel becomes final upon the expiration of any available appeal period following entry of said order, or, if an appeal is taken from the order, the conclusion of any such appeal. Upon payment of Attorneys' Fees, Expenses, and Costs of Class Counsel, the Released Parties will have no further obligation with respect to Class Counsel's attorneys' fees, costs, and expenses, or the attorneys' fees, costs, or expenses of any other attorney on behalf of Plaintiff or any Participating Class Member. This Agreement is not contingent on the Court awarding any specific amount of attorneys' fees, costs and expenses to Class Counsel.

F. Costs of Settlement Administration – Separate from the Settlement Fund, Payment to Plaintiff, Incentive Award, and the Attorneys' Fees, Expenses, and Costs of Class Counsel, Defendant will be responsible for paying all costs of class notice and administration of the settlement (“Costs of Settlement Administration”).

11. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Class Member who does not exclude herself or himself will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims.

12. TERMINATION – Only after attempting and completing good-faith negotiations to salvage the settlement, Plaintiff and Defendant will each have the right to terminate this Agreement if one of the following occurs:

A. The Court refuses to enter an Order of Preliminary Approval of Class Action Settlement in substantially the form attached as Exhibit A; or

B. The Court refuses to approve the settlement following notice to the Class Members and the final fairness hearing.

Written notice of termination must be provided to the other party within 7 days of the above event forming the basis of the termination.

If either Plaintiff or Defendant terminates this Agreement as provided in this paragraph, 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 procedure for, and the allowance or disallowance by the Court of, any applications by Plaintiff or Class Counsel for an Incentive Award or attorneys' fees, costs, and expenses are not part of the settlement set forth herein and are to 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. The Parties acknowledge that this Agreement is not an admission of wrongdoing or liability by Defendant or any of the Released Parties. Defendant expressly 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 Michigan law.
18. Any dispute, challenge, or question relating to this Agreement is to be heard only by this Court.
19. The Parties agree that this Court 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 will 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 by electronic, scanned and/or facsimile signatures. The separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all 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 notices, requests, demands, claims and other communications hereunder must be: (a) in writing; (b) delivered by U.S. Mail and email; (c) deemed to have been duly given on the latest date of receipt of U.S. Mail and email; and (d) addressed to the intended recipients as set forth below:

If to Plaintiff or the Class:

James L. Davidson
Greenwald Davidson Radbil PLLC
7601 N. Federal Highway, Suite A-230
Boca Raton, FL 33487
j davidson@gdrlawfirm.com

If to Defendant:

Brian Melendez
Barnes & Thornburg LLP
Suite 2800
225 South Sixth Street
Minneapolis, MN 55402-4662
brian.melendez@btlaw.com

[SIGNATURES ON FOLLOWING PAGE]

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

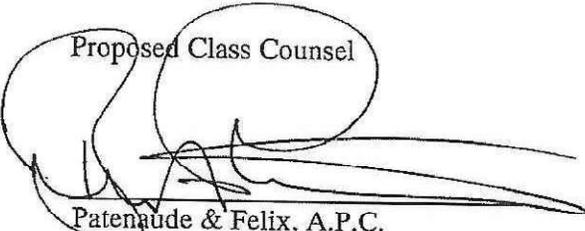
Dana Reeves

Dated: November __, 2020

James L. Davidson
Greenwald Davidson Radbil PLLC
7601 N. Federal Highway, Suite A-230
Boca Raton, FL 33487

Dated: November __, 2020

Proposed Class Counsel


Patenaude & Felix, A.P.C.

Dated: November 11, 2020



Brian Melendez
Barnes & Thornburg LLP
Suite 2800, 225 South Sixth Street,
Minneapolis, MN 55402-4662

Dated: November 11, 2020

Counsel for Defendant Patenaude & Felix, A.P.C.

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

Dana Reeves
Dana Reeves

Dated: November 13, 2020

James L. Davidson
James L. Davidson
Greenwald Davidson Radbil PLLC
7601 N. Federal Highway, Suite A-230
Boca Raton, FL 33487

Dated: November 16, 2020

Proposed Class Counsel

Patenaude & Felix, A.P.C.

Dated: November __, 2020

Brian Melendez
Barnes & Thornburg LLP
Suite 2800, 225 South Sixth Street,
Minneapolis, MN 55402-4662

Dated: November __, 2020

Counsel for Defendant Patenaude & Felix, A.P.C.

Exhibit A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

DANA REEVES, on behalf of herself and others similarly situated,	:	Civil Action No.: 5:20-cv-11034-JEL-DRG
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
PATENAUDE & FELIX, A.P.C.,	:	
	:	
Defendant.	:	
	:	

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT

WHEREAS, this Court has been advised that the parties to this action, Dana Reeves (“Plaintiff” or “Class Representative”), and Patenaude & Felix, A.P.C. (“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 (“Agreement”), which has been filed with the Court, and the Court deeming that the definitions set forth in the Agreement are hereby incorporated by reference (with capitalized terms as set forth in the Agreement);

NOW, THEREFORE, based upon the 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 _____, 2021, after Notice to the Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Order and

Judgment 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.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Defendant will cause to be served written notice of the proposed class settlement on the United States Attorney General and the Attorneys General of each state in which any 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 (hereinafter referred to as the “Class Members”) with respect to the claims asserted in the Lawsuit:

All persons (a) to whom Patenaude & Felix, A.P.C. mailed an initial debt collection communication to a Michigan address not known to be returned as undeliverable, (b) in connection with the collection of a consumer debt, (c) between May 23, 2019 and April 27, 2020, (d) which included a due date for a minimum payment amount that was within 30 days of the date of the initial debt collection communication.

Defendant has identified a total of about 550 potential Class Members.

Pursuant to Fed. R. Civ. P. 23, the Court appoints Dana Reeves as the Class Representative. The Court also appoints James L. Davidson of Greenwald Davidson Radbil PLLC and Ronald S. Weiss as Class Counsel. *See, e.g., Macy v. GC Servs. Lt'd P'ship*, No. 3:15-cv-819-DJH-CHL, 2020 WL 3053469, at *4 (W.D. Ky. May 28, 2020) (appointing Greenwald Davidson Radbil PLLC as Class Counsel); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921, at *2 (E.D. Mich. Nov. 14, 2019) (Steeh, J.) (same); *Donnelly v. EquityExperts.org, LLC*, No. 4:13-CV-10017-TGB, 2015 WL 249522, at *2 (E.D. Mich. Jan. 14, 2015) (Berg, J.) (same).

The Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of the benefits to the Class Members; the strength of the Plaintiff's case; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; the statutory damages available to the Class Members, and the opinions of Class Counsel. *See N.Y. State Teachers' Ret. Sys. v. Gen. Motors Co.*, 315 F.R.D. 226, 239 (E.D. Mich. 2016) (Parker, J.).

A third-party 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. Defendant will pay all costs of notice and administration separate and apart from the Settlement Fund. Upon the recommendation of the parties, the Court appoints the following administrator: First Class, Inc.

The Court approves the form and substance of the postcard notice of the class action settlement, attached to the Agreement as Exhibit C, and the website notice attached to the Agreement as Exhibit D. 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. *See Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (“Under the circumstances of this case, when all class members are known in advance, the Court finds that the method of direct mail notice to each class member’s last known address—and a second notice if the first was returned as undeliverable—was the best practicable notice.”).

The Court finds that the proposed notice is clearly designed to advise the Class Members of their rights. In accordance with the 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.

Any Class Member who desires to receive monies from the Settlement Fund must submit a claim form with a postmark date no later than 60 days after the Court's entry of this order, *i.e.*, **no later than _____, 2021**.

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 _____, 2021**. To be effective, the written request for exclusion must state the Class Member's full name, address, telephone number, and email address (if available), along with a statement that the Class Member wishes to be excluded, and must 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 Agreement. Any Class Member who fails to submit a valid and timely request for exclusion will be bound by the terms of the 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 _____, 2021**. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel, attention: James L.

Davidson, Greenwald Davidson Radbil PLLC, 7601 N. Federal Hwy., Suite A-230, Boca Raton, FL 33487; and Counsel for Defendant, Brian Melendez, Barnes & Thornburg LLP, Suite 2800, 225 South Sixth Street, Minneapolis, MN 55402-4662.

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 entry of this order;
- (d) Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member;
- (e) Be sent to Class Counsel and counsel for Defendant at the addresses above by first-class mail, postmarked no later than 60 days after the entry of this order;
- (f) Contain the name, address, bar number, and telephone number of the objecting Class Member's counsel, if represented by an attorney. 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 Eastern District of Michigan;
- (g) Contain a statement of the specific basis for each objection;
- (h) Identify any documents which such objector desires the Court to consider, including all legal authorities the objector will present at the settlement approval hearing; and
- (i) State whether the objector intends to appear at the settlement approval hearing on his or her own behalf or through counsel.

Any Class Member who has timely filed an objection and notified the Court of her or his intent to speak at the settlement approval hearing may appear at the settlement approval 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 proposed settlement, and on the application for an award of attorneys' fees and costs. Any objection that includes a request for exclusion will be treated as an exclusion.

If the Court grants final approval of the settlement, the Class Administrator will mail a settlement check to each Participating Class Member. Each Participating Class Member will receive a pro-rata portion of the \$6,500 Settlement Fund.

The Court will conduct a hearing ("Final Fairness Hearing") on _____, **2021** at the United States District Court for the Eastern District of Michigan, Federal Building 200 E. Liberty Street, Courtroom 100, Ann Arbor, MI 48104, 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 Order and Judgment, as provided under the Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the Released 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.

Memoranda in support of any petitions for attorneys' fees and reimbursement of costs and expenses by Class Counsel must be filed with the Court no later than 45 days after entry of this order, *i.e.*, **no later than** _____, **2021**. Memoranda in support of the proposed settlement must be filed with the Court no later than 28 days before the Final Fairness Hearing, *i.e.*, **no later than** _____, **2021**. Opposition briefs to any of the foregoing must be filed no later than 14 days before the Final Fairness Hearing, *i.e.*, **no later than** _____, **2021**. Reply memoranda in support of the foregoing must be filed with the Court no later than 7 days before the Final Fairness Hearing, *i.e.*, **no later than** _____, **2021**.

This Order will be null and void if either of the Parties terminates the Agreement for any of the following reasons:

- A. Any specified material condition to the settlement set forth in the Agreement is not satisfied, and the satisfaction of such condition is not waived in writing by the Parties;
- B. The Court rejects any material component of the Agreement, including any amendment thereto approved by the Parties; or
- C. The Court approves the 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.

The events described above, however, provide grounds for terminating the Agreement only after the Parties have attempted and completed good faith negotiations to salvage the settlement but

were unable to do so.

If the Agreement and/or this Order are voided, then 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 the 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 Agreement.

The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
	Preliminary Approval Order Entered
	Notice Sent (21 days after entry of Preliminary Approval Order)
	Deadline to file Attorneys' Fees Petition (45 days after entry of Preliminary Approval Order)
	Deadline to Submit Claim, Send Exclusion or File Objection (60 days after entry of Preliminary Approval Order)
	Opposition to Motion for Final Approval and Attorneys' Fees Petition Due (14 days before Final Fairness Hearing)
	Reply in support of Motion for Final Approval and Attorneys' Fees Petition Due (7 days before Final Fairness Hearing)
	Final Fairness Hearing Held

IT IS SO ORDERED.

Dated:

UNITED STATES DISTRICT JUDGE

Exhibit B

served written notice of the proposed class settlement as directed.

On _____, upon consideration of Plaintiff’s Preliminary Approval Motion and the record, the Court entered an Order of Preliminary Approval of Class Action Settlement (hereinafter referred to as the “Preliminary Approval Order”). Pursuant to the Preliminary Approval Order, the Court, among other things, (i) preliminarily approved the proposed settlement and (ii) set the date and time of the Final Fairness Hearing.

On _____, Plaintiff filed a Motion for Final Approval of Class Action Settlement (the “Final Approval Motion”).

On _____, a Final Fairness Hearing was held pursuant to Fed. R. Civ. P. 23 to determine whether the claims asserted in the Lawsuit satisfy the applicable prerequisites for class action treatment and 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.

The Parties now request final certification of the settlement class under Fed. R. Civ. P. 23 (b)(3) and final approval of the proposed class action settlement.

The Court has read and considered the Agreement, Final Approval Motion, and the record of these proceedings. All capitalized terms used herein have the meanings defined herein and/or in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

CLASS MEMBERS – Pursuant to Fed. R. Civ. P. 23(b)(3), the Lawsuit is hereby certified, for settlement purposes only, as a class action on behalf of the following class of plaintiffs (hereinafter referred to as the “Class Members”) with respect to the claims asserted in the Lawsuit:

All persons (a) to whom Patenaude & Felix, A.P.C. mailed an initial debt collection communication to a Michigan address not known to be returned as undeliverable, (b) in connection with the collection of a consumer debt, (c) between May 23, 2019 and April 27, 2020, (d) which included a due date for a minimum payment amount that was within 30 days of the date of the initial debt collection communication.

CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – Pursuant to Fed. R. Civ. P. 23, the Court certifies Dana Reeves as the Class Representative and James L. Davidson of Greenwald Davidson Radbil PLLC and Ronald S. Weiss as Class Counsel. *See, e.g., Macy v. GC Servs. Lt'd P'ship*, No. 3:15-cv-819-DJH-CHL, 2020 WL 3053469, at *4 (W.D. Ky. May 28, 2020) (appointing Greenwald Davidson Radbil PLLC as Class Counsel); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921, at *2 (E.D. Mich. Nov. 14, 2019) (Steeh, J.) (same); *Donnelly v. EquityExperts.org, LLC*, No. 4:13-CV-10017-TGB, 2015 WL 249522, at *2 (E.D. Mich. Jan. 14, 2015) (Berg, J.) (same).

NOTICES TO THE CLASS – Pursuant to the Court's Preliminary Approval Order, the approved class action notices were mailed. The form and method for notifying the Class Members of the settlement and its terms and conditions were in conformity with this Court's Preliminary Approval Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. The Court finds that the notice was clearly designed to advise the Class Members of their rights.

FINAL CLASS CERTIFICATION – The Court finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23 for the purposes of settlement, namely:

- A. The Class Members are so numerous and geographically dispersed 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 of the 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.

The Court finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members. *See N.Y. State Teachers' Ret. Sys. v. Gen. Motors Co.*, 315 F.R.D. 226, 239 (E.D. Mich. 2016) (Parker, J.). Indeed, the per-class member recovery exceeds many recoveries in similar FDCPA class actions. Moreover, Plaintiff obtained a change to Defendant's business practices that she could not necessarily have obtained had this case gone to trial. Furthermore, the settlement provides immediate cash compensation to Class Members while avoiding the complexity, expense, and risk of further litigation.

SETTLEMENT TERMS – The Agreement, which is deemed incorporated herein, is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended by any order issued by this Court. The material terms of the Agreement include, but are not limited to, the following:

1. **Settlement Fund** – Defendant will establish a \$6,500 settlement fund (the “Settlement Fund”).
2. **Settlement Payment to Class Members** – Each Participating Class Member who submitted a timely and valid claim form will receive a pro rata share of the Settlement Fund. Each settlement check will be void ninety days after mailing. To the extent that any funds remain in the

Settlement Fund after the void date (from uncashed checks or otherwise), these funds will be distributed to Legal Services of South Central Michigan as the *cy pres* recipient.

3. Class Representative Settlement Amount – The Class Representative will receive from Defendant the sum of \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) for her individual damages (“Payment to Plaintiff”) as well as an incentive award of \$500 for her work on behalf of the Class Members (“Incentive Award”). These payments will be separate and apart from the Settlement Fund and her pro rata share of the same.

4. Defendant’s Future Conduct – Defendant represents and warrants that it has ceased the use of the form of letter attached to the Class Action Complaint as Exhibit A, *see* ECF No. 1-1, and will not use that form of letter in its debt collection practice going forward.

5. Attorneys’ Fees Expenses, and Costs of Class Counsel: Subject to this Court’s approval, Defendant will pay Class Counsel the total sum of \$ _____ for its reasonable attorneys’ fees and litigation costs and expenses (“Attorneys’ Fees”), separate and apart from the Settlement Fund, the Payment to Plaintiff, the Incentive Award, and any Settlement Administration Costs (defined below); and

6. Settlement Notice and Administration: Separate from the Settlement Fund, the Payment to Plaintiff, the Incentive Award, and the Attorneys’ Fees, Defendant is responsible for paying all costs of notice and administration of the settlement (“Settlement Administration Costs”), which will be completed by First Class, Inc.

OBJECTIONS AND EXCLUSIONS – The Class Members were given an opportunity to object to the settlement. ___ Class Members objected to the settlement. ___ Class Members excluded themselves from the settlement. This Order is therefore binding on all Class Members.

RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT – Pursuant to the releases contained in the Agreement, all Released Claims are compromised, settled, released, discharged,

by virtue of these proceedings and this order.

The Lawsuit is hereby dismissed with prejudice in all respects. This Order is not, and shall not be construed as, an admission by Defendant of any liability or wrongdoing in this or in any other proceeding. The Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit and/or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order, and the approval of any attorneys' fees, costs, and expenses to Class Counsel.

IT IS SO ORDERED.

DATED: _____

UNITED STATES DISTRICT JUDGE

Exhibit C

What is this lawsuit about? Dana Reeves (“Class Representative”) sued Patenaude & Felix, A.P.C. (“Defendant”) alleging that Defendant sent initial debt collection letters to consumers that contained language that overshadowed and contradicted disclosures mandated by the federal Fair Debt Collection Practices Act (“FDCPA”). Defendant denies the allegations, including that it violated the FDCPA.

Why did you receive this notice? You received this notice because the records of Defendant identified you as a potential member of the settlement class, which consists of persons with an address within Michigan who were mailed, in connection with the collection of a consumer debt, an initial written communication by Defendant between May 23, 2019 and April 27, 2020, which communication included a due date for a minimum payment amount that was within 30 days of the date of the initial debt collection communication.

What does the settlement provide? Defendant will pay \$6,500 (the “Settlement Fund”), which will cover payments, on a pro rata basis, to those class members who make a timely and valid claim. Separate from the Settlement Fund, Defendant also will pay: (1) the costs and expenses of administrating the class action settlement; (2) \$1,500 to the Class Representative; and (3) an award of attorneys’ fees and expenses not to exceed \$50,000 in total to counsel for Plaintiff, subject to court approval. Defendant has also agreed to stop using the form of debt collection letter at issue in this case. Class Counsel estimates that each person who participates in the settlement will receive between \$59 and \$232. Participating Class Members may receive more or less depending on the number of persons who choose to participate in the settlement.

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, and you will release any claim(s) that you have against Defendant related to the claims in this case. 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, you can review the long-form settlement notice for this case at www.gdrlawfirm.com/Reeves, or contact the class administrator by writing to: First Class, Inc., c/o [REDACTED]. The deadline to submit a claim, object to the settlement, or exclude yourself is [REDACTED].

When is the final fairness hearing? The Court will hold a final fairness hearing on [REDACTED], at [REDACTED]. The hearing will take place in the United States District Court for the Eastern District of Michigan, Federal Building 200 E. Liberty Street, Courtroom 100, Ann Arbor, MI 48104. 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:

Reeves v. Patenaude & Felix, A.P.C.
Case No. 5:20-cv-11034-JEL-DRG

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

Reeves v. Patenaude & Felix, A.P.C.

c/o _____

Pre-paid
postage

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
Eastern District of Michigan

Reeves v. Patenaude & Felix, A.P.C.
Case No. 5:20-cv-11034-JEL-DRG

CLAIM FORM

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

Name/Address Changes:

I am a person to whom Patenaude & Felix, A.P.C. mailed a letter between May 23, 2019 and April 27, 2020 to a Michigan address in connection with the collection of a consumer debt which included a due date for a minimum payment that was within 30 days of the date of the letter. I wish to participate in this settlement.

Bottom Inside

IF YOU MOVE AFTER SUBMITTING THIS CLAIM FORM, send your **CHANGE OF ADDRESS** to the Class 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 _____

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

Please Affix
Postage Here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Reeves v. Patenaude & Felix, A.P.C.

Bottom Outside

Exhibit D

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>SUBMIT A CLAIM FORM</p>	<p>If you submit a valid claim form by [REDACTED], and if the Court approves the settlement, you will receive a pro rata payment from the Settlement Fund and will give up your right to sue Defendant based on any of the released claims.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will not receive any funds and you will also give up your right to file a lawsuit against Defendant over the released claims.</p>
<p>EXCLUDE YOURSELF FROM THE CASE</p>	<p>This is the only option that allows you to file a lawsuit against Defendant on your own regarding the legal claims in this case, but if you exercise this option you will not receive a settlement payment. The deadline for excluding yourself is [REDACTED].</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>Write to the Court about why you do not believe the settlement is fair, reasonable, and adequate. The deadline for objecting is [REDACTED].</p>

- Your 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. Settlement payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.
- **Any questions? Read on.**

1. Why should I read this Notice?

If Defendant mailed you an initial debt collection communication between May 23, 2019 and April 27, 2020, in connection with the collection of a consumer debt, this settlement may affect you. The Hon. Judith E. Levy of the United States District Court for the Eastern District of Michigan is overseeing this class action. The lawsuit is known as *Dana Reeves v. Patenaude & Felix, A.P.C.*, Case No. 5:20-cv-11034-JEL-DRG (E.D. Mich.).

2. What is this lawsuit about?

Ms. Reeves filed this lawsuit against Defendant alleging that Defendant sent initial debt collection letters to consumers that contained language that overshadowed and contradicted disclosures mandated by the FDCPA. Defendant denies the allegations.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” file a lawsuit on behalf of other people who have similar claims. In this case, the Class Representative is Ms. Dana Reeves. The people together are a “Class” or “Class Members.” The entity that the Class Representative sued—Patenaude & Felix, A.P.C.—is called the “Defendant” in this case. The Court accordingly resolves the claims for all Class Members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided, for settlement purposes, that this lawsuit can be certified as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal court. Specifically, the Court found that:

- The Class Members are so numerous and geographically dispersed that joinder of all of them is impracticable;
- There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- Ms. Reeves’s claims are typical of the claims of the Class Members;
- Ms. Reeves and Class Counsel will fairly and adequately represent and protect the interests of all the Class Members; and
- 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.

5. Why is there a settlement?

Ms. Reeves and Defendant have agreed to settle the lawsuit to avoid the time, risk, and expense associated with continued litigation. Under the settlement, Participating Class Members will receive compensation to resolve the claims asserted in the lawsuit. Plaintiff and her attorneys think the class settlement is in the best interest of all Class Members.

6. How do I know if I am a part of the settlement class?

Defendant’s records indicate that you may be a member of the class. You need to determine whether you are affected by this lawsuit. The class is defined as all persons (a) to whom Patenaude & Felix, A.P.C. mailed an initial debt collection communication to a Michigan address not known to be returned as undeliverable, (b) in connection with the collection of a consumer debt, (c) between May 23, 2019 and April 27, 2020, (d) which included a due date for a minimum payment amount that was within 30 days of the date of the initial debt collection communication.

7. Do I have lawyers in this case?

The Court has appointed the law firm of Greenwald Davidson Radbil PLLC in Boca Raton, FL, and Ronald Weiss in West Bloomfield, MI, to act as Class Counsel to represent the interests of Class Members. You will not be personally charged by these lawyers. You may retain your own counsel to represent you at your own expense if you would like.

8. How will class counsel be paid?

Class Counsel will ask the Court to approve the payment of their attorneys’ fees, litigation costs and expenses up to

\$50,000 in total. The fees will pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and obtaining approval of the settlement. The Court may award less than the amount sought by Class Counsel. Any attorneys' fees and costs awarded to Class Counsel will be paid separate and apart from the Settlement Fund and thus will not diminish the Settlement Fund or Class Members' payments from the Settlement Fund.

9. What does the settlement provide?

Defendant has agreed to pay \$6,500 into a fund, which will be divided equally among all Participating Class Members who submit a timely claim, and does not include anyone who did not submit a claim or has elected to exclude themselves from the Settlement.

Separate from the Settlement Fund, Defendant will pay: (1) the costs and expenses of administering the class action settlement; (2) \$1,500 to the Class Representative; and (3) an award of attorneys' fees, litigation costs and expenses not to exceed \$50,000 to Class Counsel, subject to court approval. Defendant also affirms that it will no longer use the form of debt collection letter that formed the basis for this lawsuit.

10. How much will my payment be?

Class Counsel estimates that your share of the Settlement Fund will be between \$59 and \$232. Your share of the Settlement Fund ultimately may be more or may be less, depending on how many other people participate in the Settlement.

11. Does this settlement mean that I do not have to pay the money Defendant is trying to collect from me?

No. This settlement does **not** impact any debt that Defendant is collecting from you, or has attempted to collect from you, including any debt for which you have entered into a payment plan. In other words, this settlement does not relieve you of any obligation to pay any debt owed, assuming you otherwise owe the debt.

12. What am I giving up to stay in the Class?

Unless you exclude yourself from the settlement, you will be part of the class, which means you give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Claims as defined in the Agreement. Giving up your legal claims is called a "release." Unless you exclude yourself from the settlement, you will release Defendant, and each of its past, present, and future directors, officers, employees, agents, representatives, partners, principals, clients, insurers, co-insurers, re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company from all claims arising out of the mailing of an initial written communication sent by Defendant to Class Members between May 23, 2019 and April 27, 2020 that relate to the allegations in the Complaint. For more information on the release, Released Parties, and Released Claims, you may view a copy of the settlement agreement at www.gdrlawfirm.com/Reeves.

13. How can I get a settlement award?

To qualify for a payment, you must mail a claim form, postmarked no later than [REDACTED], to First Class, Inc. [REDACTED], 5410 W. Roosevelt Rd., Ste 222, Chicago, IL 60644-1490. Read the instructions carefully.

14. How do I get out of the settlement?

If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue Defendant regarding the claims asserted in this lawsuit, then you must take steps to get out of the settlement class. This is called “excluding yourself” from the settlement.

To exclude yourself from the settlement, you must send a letter by mail that (a) is signed by you; (b) includes your full name, address and phone number, and email address (if available); and (c) includes the following statement: “I/we request to be excluded from the settlement in the Reeves action,” or words to that effect. No request for exclusion will be valid unless all of the information described above is included and the request for exclusion is submitted timely.

You must mail your exclusion request postmarked no later than [REDACTED] to the following address:

**First Class, Inc. / [REDACTED] – Reeves
5410 W. Roosevelt Rd., Ste. 222
Chicago, IL 60644-1490**

15. How do I tell the Court that 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 object, you must file a written objection with the Court and send said written objection via first-class mail to both attorneys listed below, and to the Court, **postmarked no later than [REDACTED]**. In order for your written objection to be effective, it must: (a) contain a heading which includes the name of the case and case number; (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 proof that you are a Class Member and all legal authorities you intend to present at the settlement fairness hearing, and (d) state whether you intend to appear at the final fairness hearing on your own or through counsel.

James L. Davidson, Esq.
Greenwald Davidson Radbil PLLC
7601 N. Federal Highway, Suite A-230
Boca Raton, FL 33487
Class Counsel

Brian Melendez
Barnes & Thornburg LLP
Suite 2800
225 South Sixth Street
Minneapolis, MN 55402-4662
Counsel for Defendant

Clerk of the Court
United States District Court
Eastern District of Michigan
Federal Building
200 E. Liberty Street
Ann Arbor, MI 48104

16. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate. You can object only if you stay in the settlement. Excluding yourself means that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

17. What happens if I do nothing at all?

If you do nothing and the Court approves the settlement, you will not receive a payment from the Settlement Fund and you will release any claim you have against Defendant related to the allegations in this case. Unless you exclude yourself from the settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Claims as defined in the Agreement.

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

The Court will hold a Final Fairness Hearing at [REDACTED] on [REDACTED], at the United States District Court for the Eastern District of Michigan, Federal Building 200 E. Liberty Street, Courtroom 100, Ann Arbor, MI 48104. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate, hear any objections to the settlement, and consider whether final approval of the settlement should be granted. The Court may also decide how much to award to Class Counsel in attorneys' fees, costs, and expenses.

You do not need to attend the final fairness hearing. Class Counsel will appear on behalf of the Class. But you are welcome to come, or have your own lawyer appear at your own expense.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 15 above. To speak at the Final Fairness Hearing, you must also file with the Clerk of Court your "Notice of Intention to Appear in *Dana Reeves v. Patenaude & Felix, A.P.C.*, Case No. 5:20-cv-11034-JEL-DRG." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be filed no later than [REDACTED], and must be sent to all addresses in Question 15. You cannot speak at the hearing if you excluded yourself from the settlement.

20. Is this the entire settlement agreement?

No. This notice is only a summary of the proposed settlement. More details are in the settlement agreement, which is available at www.gdrlawfirm.com/Reeves.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT OR ITS COUNSEL ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT CLASS COUNSEL AT THE ADDRESS LISTED ABOVE.