

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA**

DESIREE BROWN, ON BEHALF OF HERSELF AND OTHERS SIMILARLY SITUATED,	:	CASE NO.: 50-2021-CA-011651-XXXX-MB
	:	CIRCUIT CIVIL DIVISION AA
	:	
PLAINTIFF,	:	
	:	
V.	:	
	:	
FLORIDA POWER & LIGHT COMPANY,	:	
	:	
DEFENDANT.	:	

**AGREED ORDER ON PLAINTIFF’S AMENDED UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, this Court has been advised that the parties to this action, Desiree Brown (“Plaintiff” or “Class Representative”), and Florida Power & Light Company (“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, 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.

Pursuant to Rule 1.220(b)(3) of the Florida 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) with a Florida address, (b) to whom Florida Power & Light Company sent an electronic communication not known to be returned as undeliverable, (c) between 9 p.m. and 8 a.m. in Eastern Standard Time or Eastern Daylight Time, (d) in connection with the collection of a consumer debt, (e) where the communication was initiated by Florida Power & Light Company between October 16, 2019 and October 15, 2021.

Defendant has identified a total of approximately 4.5 million potential Class Members.

Pursuant to Rule 1.220(a)(4), the Court appoints Desiree Brown as the Class Representative. The Court also appoints James L. Davidson of Greenwald Davidson Radbil PLLC and Young Kim of Consumer Law Attorneys as Class Counsel. *See, e.g., Lloyd v. James E. Albertelli, P.A. d/b/a Albertelli Law*, No. 0:20-cv-60300-RS, Doc. 22 (S.D. Fla. Aug. 6, 2020) (appointing Greenwald Davidson Radbil PLLC as Class Counsel); *Claxton v. Alliance CAS, LLC and SET 333, LLC*, No. 19-61002, 2020 WL 2759826, at *2 (S.D. Fla. May 26, 2020) (same); *Sullivan v. Marinosci Law Group, P.C., P.A.*, No. 9:18-cv-81368-DMM-DLB, 2019 WL 6709575, at *2 (S.D. Fla. Nov. 22, 2019) (same); *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-2424-T-23JSS, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) (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 (1) the strength of Plaintiff's case compared to the terms of the proposed settlement; (2) the likely complexity, length and expense of continued litigation; (3) the opinion of competent counsel; and (4) the reasonableness of the settlement in light of the best possible recovery at trial given the cap on statutory damages under the Florida Consumer Collection Practices Act.

A third-party administrator acceptable to the parties will administer the settlement and notification to Class Members. The Class Administrator will be responsible for sending the approved class action notice and settlement payments 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: Rust Consulting, Inc.

The Court approves the form and substance of the Written Class Notice of the class action settlement and accompanying claim form, attached to the Agreement as Exhibit C, the Website Class Notice attached to the Agreement as Exhibit D, and the paper claim form attached as Exhibit E. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Rule 1.220(d)(2) and due process, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons and entities entitled to the notice. *See Family Med. Pharmacy, LLC v. Trxade Grp., Inc.*, No. 15-0590-KD-B, 2016 WL 6573981, at *9 (S.D. Ala. Nov. 4, 2016) (“The Notice contains a summary of the class action settlement and directs the recipient to the website, the toll free number, or an address for the Settlement Administrator to obtain a copy of the Settlement Agreement and release as well as other information. . . . Accordingly, the Court finds that the email notice, post card notice,

and other forms of class notice are reasonable, adequate and sufficient notice to the class members and meet the requirements of due process.”).

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 send by electronic mail the Written Class Notice to Class Members as expeditiously as possible, but in no event later than 60 days after the Court’s entry of this order.

Any Class Member who desires to receive monies from the Settlement Fund must submit a claim no later than 120 days after the Court’s entry of this order.

Any Class Member who desires to be excluded from the Class must send a written request for exclusion to the Class Administrator no later than 120 days after the Court’s entry of this order. 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. No request for exclusion will be valid unless all of the information described above is included. No Class Member, or any person acting on behalf of or in concert or participation with any Class Member, may exclude any other Class Member from the class. A Class Member may opt out on an individual basis only. “Mass” or “class” opt-outs, whether submitted by third parties on behalf of a “mass” or “class” of Class Members or multiple Class Members, where no personal statement has been signed by each individual Class Member, are not allowed. 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 120 days after the Court's entry of this order. 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, Joseph Ianno, Jr., Managing Attorney, Florida Power & Light Company, 700 Universe Boulevard, Juno Beach, FL 33408.

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 120 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 120 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 Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida; and
- (g) 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, litigation expenses, 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 \$500,000 Settlement Fund.

The Court will conduct a hearing ("Final Fairness Hearing") on **FRIDAY, JULY 22, 2022 AT 9:00 A.M.**, (30 minutes reserved), at the Judge Daniel T. K. Hurley Courthouse, 205 North Dixie Hwy., Courtroom 10C, West Palm Beach, FL 33401, 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 1.220;
- 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 75 days after entry of this order. Memoranda in support of the proposed settlement must be filed with the Court no later than 28 days before the Final Fairness Hearing. Opposition briefs to any of the foregoing must be filed no later than 14 days before the Final Fairness Hearing. Reply memoranda in support of the foregoing must be filed with the Court no later than 7 days before the Final Fairness Hearing.

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.

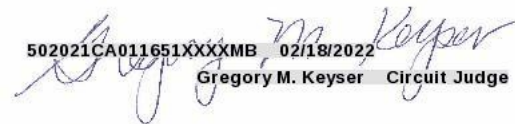
The events described above, however, provide grounds for terminating the Agreement only after the Parties have attempted and completed good faith negotiations to salvage the settlement but were unable to do so.

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.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida.


502021CA011651XXXXMB 02/18/2022
Gregory M. Keyser Circuit Judge

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Gregory M. Keyser
Circuit Judge

Copies Furnished to:
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