

8. I have extensive experience litigating consumer protection and securities fraud class actions, including class actions brought under the Fair Debt Collection Practices Act (“FDCPA”) and Florida Consumer Collection Practices Act (“FCCPA”).

9. Numerous federal courts within the Eleventh Circuit, including this one, have appointed GDR class counsel in consumer protection class actions like the case at bar. *See, e.g., Acuna v. Medical-Com. Audit, Inc.*, No. 21-81256, 2022 WL 404674 (S.D. Fla. Feb. 9, 2022); *Brockman v. Mankin Law Grp., P.A.*, No. 20-893, 2021 WL 911265 (M.D. Fla. Mar. 10, 2021) (Scriven, J.); *Newman v. Eduardo Meloni, P.A.*, No. 20-60027, 2020 WL 3052801 (S.D. Fla. June 5, 2020); *Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020); *Sullivan v. Marinosci Law Grp., P.C., P.A.*, No. 18-81368, 2019 WL 3940256 (S.D. Fla. Aug. 19, 2019); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (Whittemore, J.); *Dickens v. GC Servs. Ltd. P’ship*, 336 F. Supp. 3d 1369 (M.D. Fla. 2018) (Moody, Jr., J.); *Reyes v. BCA Fin. Servs., Inc.*, No. 16-24077, 2018 WL 3145807 (S.D. Fla. June 26, 2018), class decertified by request, *Reyes v. BCA Fin. Servs., Inc.* (S.D. Fla. March 18, 2020); *Kagno v. Bush Ross, P.A.*, No. 17-1468, 2017 WL 6026494 (M.D. Fla. Dec. 4, 2017) (Lazzara, J.); *Johnson v. NPAS Sols., LLC*, No. 17-80393, 2017 WL 6060778 (S.D. Fla. Dec. 4, 2017); *James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2017 WL 2472499 (M.D. Fla. June 5, 2017) (Merryday, J.); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017) (Merryday, J.); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 5109533 (N.D. Ga. Sept. 13, 2016); *Roundtree v. Bush Ross, P.A.*, No. 14-357, 2016 WL 360721 (M.D. Fla. Jan. 28,

2016) (Whittemore, J.); *Gonzalez v. Dynamic Recovery Sols., LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329 (S.D. Fla. Feb. 23, 2015).

10. Likewise, other courts throughout the country have so appointed GDR. *See, e.g., Head v. Citibank, N.A.*, 340 F.R.D. 145 (D. Ariz. 2022); *Wesley v. Snap Fin. LLC*, 339 F.R.D. 277 (D. Utah 2021); *Isakova v. Klein, Daday, Aretos & O'Donoghue LLC*, No. 19-5221 (E.D.N.Y. May 26, 2021); *Reeves v. Patenaude & Felix, A.P.C.*, No. 20-11034, 2021 WL 1186145 (E.D. Mich. Mar. 26, 2021); *Jewell v. HSN, Inc.*, No. 19-247, 2020 WL 4904427 (W.D. Wis. Aug. 19, 2020); *Aikens v. Malcolm Cisneros*, No. 17-2462, 2019 WL 3491928 (C.D. Cal. July 31, 2019); *Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 19-163, ECF No. 17 (D. Md. July 1, 2019); *Spencer v. #1 A LifeSafer of Ariz. LLC*, No. 18-225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019); *Knapper v. Cox Commc'ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019); *Whatley v. TRS Recovery Servs., Inc.*, No. 17-133, ECF No. 43 (E.D. Tex. Apr. 4, 2018); *Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-338, 2017 WL 6759382 (W.D. Wis. Dec. 29, 2017); *Johnson v. Navient Sols., Inc., f/k/a Sallie Mae, Inc.*, No. 15-716 (S.D. Ind. July 13, 2017); *Toure & Heard v. Navient Sols., Inc., f/k/a Sallie Mae, Inc.*, No. 17-71 (S.D. Ind. July 13, 2017); *Schuchardt v. Law Office of Rory W. Clark*, No. 15-1329, 2016 WL 232435 (N.D. Cal. Jan. 20, 2016); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Chapman v. Bowman, Heintz, Boscia & Vician, P.C.*, No. 15-120, 2015 WL 9478548 (N.D. Ind. Dec. 29, 2015); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Ritchie v. Van Ru Credit Corp.*, No. 12-1714, 2014 WL 3955268 (D. Ariz. Aug. 13, 2014).

11. As court-appointed class counsel, GDR has helped to recover well over \$100 million for aggrieved consumers.

12. Along the way, multiple district courts have commented on GDR's useful knowledge and experience in connection with class action litigation.

13. For example, in *Schwylhart 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 Telephone Consumer Protection Act ("TCPA") 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).

14. 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 of the TCPA class settlement at issue:

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).

15. 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).

16. Similarly, in *Roundtree v. Bush Ross, P.A.*, Judge Whittemore wrote in certifying three separate FDCPA classes and appointing GDR class counsel: "Greenwald [Davidson Radbil PLLC] has been appointed as class counsel in a number of actions and thus provides great experience in representing plaintiffs in consumer class actions." 304 F.R.D. 644, 661 (M.D. Fla. Feb. 18, 2015).

17. As well, Judge Merryday wrote in appointing GDR class counsel in *James v. JPMorgan Chase Bank, N.A.* that "Michael L. Greenwald, James L. Davidson, and Aaron D. Radbil of Greenwald Davidson Radbil PLLC, each . . . has significant experience litigating TCPA class actions." No. 15-2424, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016).

18. In *Bellum v. Law Offices of Frederic I. Weinberg & Assocs., P.C.*, Judge C. Darnell Jones II of the Eastern District of Pennsylvania took care to point out that GDR was appointed as FDCPA class counsel "precisely because of their expertise and ability to represent the class in this matter." 2016 WL 4766079, at *5 (E.D. Pa. Sept. 13, 2016).

19. In *Donnelly v. EquityExperts.org, LLC*, Judge Terrence G. Berg of the Eastern District of Michigan stated upon approving an FDCPA class action settlement and appointing GDR as class counsel:

[W]e see a fair number of FDCPA cases that are not necessarily at this level of sophistication or seriousness but I think that the—both sides appear to have really approached this with a positive attitude in trying to reach a settlement that from what I can see, appears to be the right thing to do in a reasonable and appropriate way.

No. 13-10017 (E.D. Mich. Jan. 14, 2015).

20. 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:

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).

21. In *Newman v. Eduardo Meloni, P.A.*, Judge Ursula Ungaro noted in connection with the approval of a class action settlement under the FDCPA that “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 this District. GDR employed that experience here in negotiating a favorable result that avoids protracted litigation, trial, and appeals.”

No. 20-60027, 2020 WL 5269442, at *3 (S.D. Fla. Sept. 4, 2020).

22. Similarly, just last year, this Court remarked in connection with approval of an FDCPA class settlement and resulting attorneys' fees award: "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 this district." *Brockman v. Mankin Law Grp., P.A.*, No. 20-893, 2021 WL 913082 (M.D. Fla. Mar. 10, 2021) (Scriven, J.).

23. Additional information about GDR is available at www.gdrlawfirm.com.

24. GDR has, and will continue to, vigorously protect the interests of the settlement class and subclass.

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

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

27. Mankin Law Group, P.A. ("Defendant") will establish a \$15,000 class settlement fund for the benefit of 263 potential class members, resulting in an anticipated per-person recovery of approximately \$57.03, assuming full class participation. The \$15,000 class settlement fund exceeds 1% of Defendant's balance sheet net worth.

28. Additionally, Defendant will establish a separate \$8,880 subclass settlement fund for the benefit of all subclass members, resulting in an anticipated per-person recovery of approximately \$60, assuming full subclass participation.

29. Taking into account their pro-rata shares of both the class and subclass settlement funds, each subclass member will receive approximately \$117.03, assuming full participation.

30. 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.

31. Defendant separately will pay a full individual statutory damages award of \$2,000 to Plaintiff, which accounts for \$1,000 under each of the FDCPA and FCCPA.

32. Moreover, Defendant has confirmed that it no longer attempts to collect the disputed assessments on behalf of Countryside North Community Association, Inc.—a change in Defendant’s collection practices that will benefit any consumers who might otherwise have become the target of Defendant’s debt collection efforts in the future.

33. Defendant separately will pay all costs of class notice and settlement administration, so as not to dilute the class or subclass settlement fund, nor the individual damages awards to be paid to Plaintiff.

34. 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.

35. 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 \$85,000.

36. 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.

37. 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 and FCCPA—I firmly believe that this settlement is fair, reasonable, and adequate, and should be approved.

38. 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); and (iii) the proposed direct mail class notice (Exhibit C).

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

Dated: October 26, 2022

/s/ Jesse S. Johnson
Jesse S. Johnson

Exhibit 1

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

	:	Case No. 8:21-cv-02822-MSS-MRM
DOUGLAS A. DENNING, on behalf of	:	
himself and others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MANKIN LAW GROUP, P.A.,	:	
	:	
Defendant.	:	
	:	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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

RECITALS

WHEREAS, on December 3, 2021, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the Middle District of Florida, Case No. 8:21-cv-02822-MSS-MRM, asserting putative class claims arising from

the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, and Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. § 559.55 *et seq.*;

WHEREAS, Plaintiff alleges that Defendant violated the FDCPA and FCCPA 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 and Subclass Members have conducted an evaluation of the claims to determine how best to serve the interests of the Class Members and Subclass Members;

WHEREAS, counsel for the Class Members and Subclass 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 and Subclass Members in light of Defendant’s net worth and the cap on statutory damages set forth in the FDCPA and FCCPA, balanced against the immediate benefits of settlement to the Class Members and Subclass Members, that the class settlement as provided in this Agreement is in the best

interest of the Class Members and Subclass Members and is a fair, reasonable, and adequate resolution of the Lawsuit;

WHEREAS, prior to entering into this Agreement, the parties engaged in discovery concerning the class size, potential class damages, and the merits of Plaintiff's claims and Defendant's defenses thereto;

WHEREAS, prior to entering into this Agreement, the parties undertook substantial motion briefing in connection with Defendant's motion to dismiss and Plaintiff's motion for certification of a litigation class;

WHEREAS, prior to entering into this Agreement, the parties participated in a full-day mediation with Steven R. Jaffe, Esq. of the Upchurch Watson White & Max Mediation Group;

WHEREAS, Defendant denies any wrongdoing or that it has any liability to Plaintiff or the Class Members or Subclass 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 and Subclass 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) with a Florida address, (b) to whom Mankin Law Group, P.A. mailed a debt collection communication not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between December 4, 2019 and September 21, 2022, (e) in which Mankin

Law Group, P.A. attempted to collect assessments owed to Countryside North Community Association, Inc. in the amount of \$125 for 2019, 2020, and/or 2021, and/or interest on such assessments.

Defendant represents that there are approximately 263 potential Class Members in total, including Plaintiff.

D. “Subclass Members” means any person who meets the following definition:

All persons (a) with a Florida address, (b) to whom Mankin Law Group, P.A. mailed a debt collection communication not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between December 4, 2019 and September 21, 2022, (e) in which Mankin Law Group, P.A. attempted to collect assessments owed to Countryside North Community Association, Inc. in the amount of \$125 for 2019, 2020, and/or 2021, and/or interest on such assessments, and (f) who made a payment to Mankin Law Group, P.A. after receiving such communication.

Defendant represents that there are approximately 148 potential Subclass Members in total, including Plaintiff.

E. “Released Class Claims” mean all claims, causes of action, suits, demands, and damages, including compensatory, actual, statutory, and punitive damages, under the FDCPA or FCCPA that (1) arise out of debt collection letters sent by Defendant to Class Members and Subclass Members between December 4, 2019 and September 21, 2022 in connection with the collection of a consumer debt on behalf of Countryside North Community Association, Inc., or (2) otherwise relate to Defendant’s efforts prior to September 22, 2022 to collect on behalf of Countryside North Community Association, Inc. annual assessments in the amount of \$125 and/or interest on such assessments.

F. “Released Individual Claims” mean all claims, 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 through the Effective Date, including the May 7, 2021 letter that Defendant sent to Plaintiff.

G. “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. “Released Parties” does not include Countryside North Community Association, Inc. or any law firm or other third party besides Mankin Law Group, P.A. acting on behalf of Countryside North Community Association, Inc.

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

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

4. ORDER OF PRELIMINARY APPROVAL – Within 14 days after this Agreement is fully executed, 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 and Subclass 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 and Subclass Members, will be paid by Defendant separate and apart from the Settlement Funds (defined below) and any other payments to Plaintiff or Class Counsel. The Class Administrator will be responsible for mailing the approved direct mail class notice and settlement checks to the Class Members and Subclass Members.

7. The parties will provide notice of the settlement to the Class Members and Subclass 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 and Subclass 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 and Subclass 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.

Before sending the direct mail class notice, the Class Administrator will confirm and, if necessary, update the addresses for the Class Members and Subclass Members through the standard methodology it currently uses to update addresses, including attempting to identify an updated address for each Class Member and Subclass 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 and Subclass Member address lists 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 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 copy of the direct mail class notice. Class counsel will maintain a copy of this notice, together with other pertinent case materials such as the complaint, this Agreement, and the Order of Preliminary Approval of Class Action Settlement, on its website until five days following the last void date printed on settlement checks mailed to Class Members and Subclass Members.

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. 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. 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.

B. 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.

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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

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

J. 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 they so desire.

9. RELEASES – As of the Effective Date, 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. As of the Effective Date, 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 Funds – Defendant, in consultation with the Class Administrator, will cause to be established two separate non-reversionary settlement funds within 7 days after the Final Order Day, one in the amount of \$15,000 (“Class Fund”) for the benefit of Class Members, and another in the amount of \$8,880 (“Subclass Fund”) for the benefit of Subclass Members. The Class Fund and Subclass Fund together are the “Settlement Funds.” Each participating Class Member will receive a pro-rata portion of the Class Fund, and each participating Subclass Member will receive a pro-rata portion of the Subclass Fund.

The amount of the Class Fund is contingent on there being no more than 263 Class Members, including Plaintiff. The amount of the Subclass Fund is contingent on there being no more than 148 Subclass Members, including Plaintiff. Should Defendant discover additional Class Members, the Class Fund will be increased by \$57.03 per additional Class

Member over 263. Should Defendant discover additional Subclass Members, the Subclass Fund will be increased by \$60 per additional Subclass Member over 148.

Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail: (1) for each participating Class Member who is not also a Subclass Member, a settlement check in an amount that is his or her pro-rata share of the Class Fund, and (2) for each participating Subclass Member, a settlement check in the amount of his or her combined pro-rata shares of both the Class Fund and the Subclass Fund. 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 Funds after the void date(s) (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 Funds will revert to Defendant.

B. Payment to Plaintiff – Separate and apart from the Settlement Funds, Defendant will pay to Plaintiff \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) and \$1,000 pursuant to Fla. Stat. § 559.77(2), for a total of \$2,000 (the “Payment to Plaintiff”). Defendant will pay this sum within 10 days after the Final Order Day.

C. Change in Defendant's Conduct – Defendant affirms that, as of the date of this Agreement, it has ceased collecting, and will no longer collect, on behalf of

Countryside North Community Association, Inc. annual assessments in the amount of \$125 for 2019, 2020, and/or 2021, or interest on such assessments.

D. Defendant's Collection of Debts – Other than what is expressly provided in ¶ 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 Subclass Members. Class Members and Subclass Members 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.

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), 15 U.S.C. § 1692k(a)(3), and Fla. Stat. § 559.77(2). 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 and FCCPA in the Lawsuit. In advance of the final fairness hearing, Class Counsel will file an application for reasonable attorneys' fees, costs, and expenses in the amount of \$85,000 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 Funds, costs of Settlement Administration, and the Payment 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 Funds, the Payment 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 and Subclass 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 Released Individual Claims.

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 Subclass 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 award of attorneys' fees, costs, and expenses. The fee and expense request 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 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. LIMITED PUBLICITY – Other than as contemplated by this Agreement and as necessary to obtain its approval by the Court, 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, other than in the Lawsuit. Further, the Parties and their counsel agree that they will not make, post, publish, or file any statement, comment, blog, complaint, or any other communication disparaging the other, claiming to have “beat” or “taught a lesson to” the other side, or using similar denigrating words (nothing herein affects the rights of the parties to extol the virtue or value of the settlement for the purposes of obtaining Court approval, or otherwise). Additionally, the Parties and their counsel agree not to disseminate the other side's mediation statements or to disclose any comments made during the mediation or for

settlement purposes. In furtherance of the class notice campaign outlined above in ¶ 7(B), however, Class Counsel may include on its website, for the purposes of class notice and information for Class Members and Subclass Members, under a heading with the case name and number, a brief factual summary of the settlement as well as copies of relevant pleadings and settlement materials, including copies of this Agreement and the direct mail class notices. This notice will be removed within five days of the last void date of the settlement checks. Class Counsel agrees to allow counsel for Defendant to review the content of the website posting before it is posted. If any Party or counsel is contacted by any member of the media about the Lawsuit, he or she will limit any statement to say “the matter has been amicably resolved,” or words to that effect. Other than as provided above, Class Counsel agrees not to publish, including posting on counsel’s website, anything relating to the Lawsuit or to use/exploit the Agreement for purposes of advertising, soliciting business or denigrating Defendant in any way or manner. If Class Counsel receives an inquiry about this matter from someone other than the media, Class Counsel will refer the person making the inquiry to the publicly available court filings in the case. Nothing in this provision is intended to, or does, contravene the Florida Rules of Professional Conduct.

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

15. 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 or the Subclass Members.

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

17. 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.

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

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

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

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

If to Plaintiff or the Class or Subclass:

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

If to Defendant:

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

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

Douglas Denning

Douglas Denning (Oct 25, 2022 11:01 EDT)

Douglas A. Denning

Dated: Oct 25, 2022

Jesse Johnson

Jesse Johnson (Oct 25, 2022 11:03 EDT)

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Telephone: 561-826-5477

Dated: Oct 25, 2022

Class Counsel

For Mankin Law Group, P.A.

Dated: _____

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

Dated: _____

Counsel for Defendant

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

Douglas A. Denning

Dated: _____

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Telephone: 561-826-5477

Dated: _____

Class Counsel



For Mankin Law Group, P.A.

Dated: October 26, 2022



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

Dated: October 26, 2022

Counsel for Defendant

Exhibit A

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

	:	Case No. 8:21-cv-02822-MSS-MRM
DOUGLAS A. DENNING, on behalf of	:	
himself 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, Douglas A. Denning (“Plaintiff” or “Class Representative”), and Mankin Law Group, P.A. (“Defendant”), through their respective counsel, have agreed, subject to Court approval following class notice 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 _____, **2023**, after notice to the Class Members and Subclass 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 and subclass of plaintiffs with respect to the claims asserted in the Lawsuit:

Class: All persons (a) with a Florida address, (b) to whom Mankin Law Group, P.A. mailed a debt collection communication not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between December 4, 2019 and September 21, 2022, (e) in which Mankin Law Group, P.A. attempted to collect assessments owed to Countryside North Community Association, Inc. in the amount of \$125 for 2019, 2020, and/or 2021, and/or interest on such assessments.

Subclass: All persons (a) with a Florida address, (b) to whom Mankin Law Group, P.A. mailed a debt collection communication not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between December 4, 2019 and September 21, 2022, (e) in which Mankin Law Group, P.A. attempted to collect assessments owed to Countryside North Community Association, Inc. in the amount of \$125 for 2019, 2020, and/or 2021, and/or interest on such assessments, and (f) who made a payment to Mankin Law Group, P.A. after receiving such communication.

Defendant represents that there are approximately 263 potential Class Members and 148 potential Subclass Members, including Plaintiff.

Pursuant to Rule 23, the Court appoints Douglas A. Denning as the Class Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel. *See Brockman v. Mankin Law Group, P.A.*, No. 20-893, 2020 WL 6106890 (M.D. Fla. Oct. 14, 2020) (Scriven, J.) (appointing Greenwald Davidson Radbil PLLC class counsel); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (Whittemore, J.) (same); *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 and Subclass 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 and Subclass Members, which predominate over any individual questions;

- C. The claims of the Plaintiff are typical of the claims of the Class Members and Subclass Members;
- D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all Class Members and Subclass 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.

Brockman, 2020 WL 6106890, at *2 (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 and Subclass Members, especially in light of (i) the benefits to the Class Members and Subclass 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 and Subclass, given the cap on statutory damages for claims brought pursuant to the FDCPA and Florida Consumer Collection Practices Act (“FCCPA”); 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 and Subclass Members. The class administrator will be responsible for mailing the approved class action notice and

settlement checks to the Class Members and Subclass Members. The costs of administration will be paid by Defendant separate and apart from the Settlement Funds. Upon the recommendation of the parties, this Court hereby appoints the following class administrator: Class-Settlement.com. *See, e.g., Acuna v. Medical-Commercial Audit, Inc.*, No. 21-81256, 2022 WL 404674, at *2 (S.D. Fla. Feb. 9, 2022) (appointing Class-Settlement.com to administer FDCPA class settlement).

This Court approves the form and substance of the direct mail class notice, attached to the Settlement Agreement as Exhibit C. The proposed form and method for notifying the Class Members and Subclass 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 and Subclass Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the notice to the Class Members and Subclass 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 _____, 2022**. The class administrator will confirm and, if necessary, update the addresses for the Class Members and Subclass Members through the 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** _____, **2022**.

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** _____, **20**__. 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** _____, **20**__. 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, 5550 Glades Road, Suite 500, Boca Raton, FL 33431; 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 and Subclass Member who does not exclude himself or herself. Each participating Class Member will receive a pro-rata portion of the \$15,000 Class Fund. Each participating Subclass Member also will receive a pro-rata portion of the \$8,880 Subclass Fund. Additionally, Defendant will pay to the Class Representative the total sum of \$2,000, which includes statutory damages of \$1,000 pursuant to the FDCPA, 15 U.S.C. § 1692k(a)(2)(B)(i), and statutory damages of \$1,000 pursuant to the FCCPA, Fla. Stat. § 559.77(2).

The Court will conduct a final fairness hearing on _____, **2023** 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 Subclass 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 _____, 2023**. 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**
_____, **2023**.

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 Class 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 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**

		Case No. 8:21-cv-02822-MSS-MRM
DOUGLAS A. DENNING, on behalf of	:	
himself and others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MANKIN LAW GROUP, P.A.,	:	
	:	
Defendant.	:	
	:	

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

On _____, 2022, Douglas A. Denning (“Plaintiff”) filed his unopposed motion to preliminarily approve the parties’ proposed class settlement.

On _____, 2022, 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 _____, 2022, this Court preliminarily approved the parties’ proposed settlement.

On _____, 2022, Class-Settlement.com, the Court-approved class administrator, distributed notice of the parties’ proposed class settlement, as ordered.

On _____, 2022, Plaintiff filed his unopposed motion for approval of an award of attorneys’ fees, costs, and litigation expenses.

On _____, 2023, Plaintiff filed his unopposed motion to finally approve the parties' proposed settlement.

On _____, 2023, 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 and subclass, for settlement purposes, under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

Class: All persons (a) with a Florida address, (b) to whom Mankin Law Group, P.A. mailed a debt collection communication not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between December 4, 2019 and September 21, 2022, (e) in which Mankin Law Group, P.A. attempted to collect assessments owed to Countryside North Community Association, Inc. in the amount of \$125 for 2019, 2020, and/or 2021, and/or interest on such assessments.

Subclass: All persons (a) with a Florida address, (b) to whom Mankin Law Group, P.A. mailed a debt collection communication not known to be returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between December 4, 2019 and September 21, 2022, (e) in which Mankin Law Group, P.A. attempted to collect assessments owed to Countryside North Community Association, Inc. in the amount of \$125 for 2019, 2020, and/or 2021, and/or interest on such assessments, and (f) who made a payment to Mankin Law Group, P.A. after receiving such communication.

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

1. The members of the class and subclass are so numerous that joinder of all of them is impracticable;
2. There are questions of law and fact common to the class and subclass members, which predominate over any individual questions;
3. Plaintiff's claims are typical of the class members' and subclass members' claims;
4. Plaintiff and class counsel have fairly and adequately represented and protected the interests of all of the class members and subclass 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.

Brockman v. Mankin Law Group, P.A., No. 20-893, 2020 WL 6106890, at *2 (M.D. Fla. Oct. 14, 2020) (Scriven, J.) (certifying settlement class under the Fair Debt Collection Practices Act ("FDCPA")); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070, at *1 (M.D. Fla. Mar. 29, 2017) (Merryday, J.) (same).

This Court also confirms its appointment of Douglas A. Denning as class representative for the class and subclass, and the following attorney and law firm as class counsel for class and subclass members:

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

See Brockman, 2020 WL 6106890, at *2 (appointing Greenwald Davidson Radbil PLLC class counsel in FDCPA litigation); *Johnston*, 2017 WL 1231070, at *1 (same); *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. For class members, Defendant will create a class settlement fund in the amount of \$15,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii) and Fla. Stat. § 559.77(2), which will be distributed on a pro-rata basis to all class members who do not exclude themselves.
2. For subclass members, Defendant separately will create a subclass settlement fund in the amount of \$8,880 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii) and Fla. Stat. § 559.77(2), which will be distributed on a pro-rata basis to all subclass members who do not exclude themselves.
3. Defendant separately will pay to Plaintiff \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) and \$1,000 pursuant to Fla. Stat. § 559.77(2), for a total sum of \$2,000.
4. Defendant will pay all costs of class notice and administration of the settlement separate and apart from any monies paid to Plaintiff, class members, subclass 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 and subclass members. The class and subclass settlement funds, totaling \$23,880, are more than adequate considering (1) the substantial monetary benefits to the class and subclass members, as well as the prospective relief afforded all consumers by way of Defendant's changed collection 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 and Florida Consumer Collection Practices Act ("FCCPA"); (5) the limited amount of any potential total recovery for the class and subclass, given the caps on statutory damages for claims brought pursuant to the FDCPA and FCCPA; 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 settlement and are not bound by this order. Those persons are: _____.

This order is binding on all class and subclass 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.

The Court approves the payment of \$2,000 to Plaintiff in statutory damages under the FDCPA and FCCPA. This payment is to be made by Defendant separate and apart from the monies paid to class and subclass members, and thus will not diminish their individual 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 to 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

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. on behalf of Countryside North Community Association, Inc., between December 4, 2019 and September 21, 2022, you may benefit from the settlement of this class action lawsuit.

*This case is titled Douglas A. Denning v. Mankin Law Group, P.A.,
Case No. 8:21-cv-2822 (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”), and the Florida Consumer Collection Practices Act (“FCCPA”), Fla Stat. § 559.55 *et seq.*, in attempting to collect homeowners’ assessments. 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:	
DO NOTHING AND STAY IN THE SETTLEMENT	If you received a debt collection letter from Defendant, on behalf of Countryside North Community Association, Inc., between December 4, 2019 and September 21, 2022, in connection with the collection of community association assessments for the year 2019, 2020, and/or 2021, you will receive approximately \$57.03. If you made a payment to Defendant for any assessments it sought to collect through the above-referenced collection letter, you will receive an additional approximate \$60, for an approximate total of \$117.03.
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.

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 and FCCPA by mailing a specific form of debt collection letter, on behalf of a specific community association, to consumers in Florida. Plaintiff contends that the alleged debts Defendant sought to collect on behalf of the community association were improper. Defendant disagrees and 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, Douglas A. Denning) 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 Mr. Denning 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 his 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 Defendant mailed a debt collection letter between December 4, 2019 and September 21, 2022, on behalf of Countryside North Community Association, Inc., in which Defendant attempted to collect assessments in the amount of \$125 for 2019, 2020, and/or 2021, and/or interest on such assessments. According to Defendant’s records, there are approximately 263 persons in the class who received such collection letters.

Separately, there is a subclass of individuals who received Defendant's collection letters on behalf of Countryside North Community Association, Inc. and made payments to Defendant in connection with those letters. According to Defendant's records, of the 263 persons in the class, approximately 148 made payments and thus are members of the subclass as well.

If you received a subject collection letter from Defendant but did not make a payment to Defendant, you may be a member of only the class. On the other hand, if you received a subject collection letter from Defendant and also made a payment to Defendant, you may be a member of both the class and the subclass.

6. What can I get from the settlement?

As part of the settlement, Defendant will establish two separate settlement funds, one to benefit all class members, and another to benefit only the subclass members. The settlement fund for class members totals \$15,000, and if every class member participates in the settlement, each class member will receive a pro-rata cash payment of approximately \$57.03.

Separately, Defendant will establish a second settlement fund totaling \$8,880 for the benefit of only subclass members. If every subclass member participates in the settlement, each subclass member will receive a pro-rata cash payment of approximately \$60 from the subclass settlement fund. When combined with their separate recoveries from the class settlement fund, subclass members each will receive approximately \$117.03 in total.

In addition, Defendant has ceased engaging in the collection practice that Plaintiff contended violated the FDCPA and FCCPA.

7. Do I still owe the money that the defendant sought to collect from me?

This settlement does not affect any obligation you may have to pay any valid debts that Defendant may be trying to collect from you.

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

Nothing. Unless you take steps to exclude yourself from the settlement, you will receive these benefits approximately 60 days after the settlement has been finally approved.

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

Unless you exclude yourself (as explained below), 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.

10. 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 *Douglas A. Denning v. Mankin Law Goup, P.A.*, Case No. 8:21-cv-2822 (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:

Denning v. Mankin Law
Class-Settlement.com
P.O. Box 9009
Hicksville, NY 11802-9009

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

11. 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.

12. 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.

13. 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 and subclass 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.

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

Class Counsel will ask the Court for \$85,000, to be paid separately from monies paid to class and subclass members, to cover Class Counsel's attorneys' fees and reimbursement of their litigation costs and expenses incurred in this action. 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/Denning, once that motion has been filed with the Court.

Separately, Defendant will pay the Class Representative \$2,000 in settlement of his individual claims.

15. Is this a fair settlement?

The FDCPA is a federal statute which provides for both individual actions and class actions. The FCCPA is a similar statute enacted to protect Florida residents, and it likewise provides for both individual actions and class actions.

In a class action under the FDCPA or FCCPA, 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 and FCCPA, Plaintiff and Class Counsel believe this settlement is very favorable to all class and subclass members.

16. 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: *Douglas A. Denning v. Mankin Law Group, P.A.*, Case No. 8:21-cv-2822 (M.D. Fla.); (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 or subclass member, as applicable; (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
5550 Glades Road, Suite 500
Boca Raton, FL 33431

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

17. 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 if 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.

18. 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.

19. 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.

20. What happens if I do nothing at all?

If you do nothing and the Court approves the settlement, you will receive a settlement check for approximately \$57.03 if you are a class member, or approximately \$117.03 if you are a member of both the class and subclass, and you will be bound by the terms of the settlement.

21. 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/Denning.

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 and subclass, 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/Denning.