

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 21-cv-80338-ALTMAN/Reinhart

**ALLECIA SINKFIELD,**  
*on behalf of herself and others*  
*similarly situated,*

*Plaintiff,*

*v.*

**PERSOLVE RECOVERIES, LLC,**

*Defendant.*

---

**FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT AND  
DISMISSING CASE WITH PREJUDICE**

On February 16, 2021, Allecia Sinkfield (the “Plaintiff” or “Class Representative”) filed a class action complaint (hereinafter referred to as the “Lawsuit”) against Persolve Recoveries, LLC (the “Defendant”), asserting class claims under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692–1692p.

The Defendant denies all liability alleged in the Lawsuit.

On April 5, 2022, after extensive arms-length negotiations, the Plaintiff and the Defendant (the “Parties”) entered into a written Class Action Settlement Agreement (the “Agreement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure.<sup>1</sup>

On August 9, 2022, the Parties filed the Agreement, along with the Plaintiff’s Renewed Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Motion”).

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, 1711–

---

<sup>1</sup> All capitalized terms have the meanings defined here and/or in the Agreement.

15, the Class Administrator served written notice of the proposed class settlement as directed.

On October 17, 2022, upon consideration of the Plaintiff's Renewed Preliminary Approval Motion and the record, the Court entered an Order of Preliminary Approval of Class Action Settlement (hereinafter referred to as the "Preliminary Approval Order") [ECF No. 78]. In the Preliminary Approval Order, the Court, among other things, (i) preliminarily certified (for settlement purposes only) a class of plaintiffs with respect to the claims asserted in the Lawsuit; (ii) preliminarily approved the proposed settlement; (iii) appointed the Plaintiff as the Class Representative; (iv) appointed James L. Davidson of Greenwald Davidson Radbil PLLC as Class Counsel; (v) appointed ClassSettlement.com as the Class Administrator; and (vi) set the date and time of the Final Approval Hearing.

The Court hereby adopts all the findings in its Preliminary Approval Order. In addition, this Final Order and Judgment Approving Class Action Settlement and Dismissing Case with Prejudice incorporates by reference the definitions contained in the Settlement Agreement, and all capitalized terms used in this Final Order and Judgment Approving Class Action Settlement and Dismissing Case with Prejudice will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Final Order and Judgment Approving Class Action Settlement and Dismissing Case with Prejudice.

On January 9, 2023, the Plaintiff filed her Unopposed Motion for Final Approval of Class Action Settlement (the "Final Approval Motion") [ECF No. 84].

On January 24, 2023, a Final Approval Hearing was held pursuant to Rule 23 to determine whether the claims asserted in the Lawsuit satisfy the applicable prerequisites for class action treatment and whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interests of the class members and should be approved by the Court.

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

The Court has read and considered the Agreement, the Unopposed Motion for Final Approval, and the record of these proceedings. The Court hereby **ORDERS AND ADJUDGES** as follows:

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

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

All persons (a) with a Florida address, (b) against whom Persolve Recoveries, LLC filed a complaint in a Florida court, (c) in connection with the collection of a consumer debt, (d) between February 16, 2020 and February 9, 2021.

**CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT** – Pursuant to Rule 23, the Court certifies Allecia Sinkfield as the Class Representative and James L. Davidson of Greenwald Davidson Radbil PLLC as Class Counsel. Mr. Davidson has served as lead class counsel in at least two other class actions in this District. *See, e.g., Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020) (Altman, J.); *Sullivan v. Marinosci Law Grp., P.C., P.A.*, No. 9:18-cv-81368, 2019 WL 3940256 (S.D. Fla. Aug. 19, 2019) (Middlebrooks, J.).

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

**FINAL CLASS CERTIFICATION** – The Court finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Rule 23 for the purposes of settlement—namely:

A. The Class Members are so numerous that joinder of all of them in the Lawsuit is

impracticable;

- B. There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the Class Members;
- D. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and
- E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

The Court finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Class Members, especially in light of the benefits to the Class Members; the strength of the Plaintiff's case; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; and the limited amount of any potential total recovery for the class given the net worth of the Defendant and the cap on damages imposed by the FDCPA. *See Leverso v. SouthTrust Bank of AL, N.A.*, 18 F.3d 1527, 1530 (11th Cir. 1994).

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

1. **Settlement Fund** – The Defendant will establish a \$20,000.00 settlement fund (the “Settlement Fund”).

2. **Settlement Payment to Participating Class Members** – Each Participating Class Member will receive a pro-rata share of the Settlement Fund. Each settlement check will be void 90 days after mailing. To the extent that any funds remain in the Settlement Fund after the void date (from

uncashed checks or otherwise), these funds will be distributed to Legal Aid Service of Palm Beach County, Inc., as the *cy pres* recipient.

3. Payment to Plaintiff – The Plaintiff will receive from the Defendant the sum of \$1,000.00 for her “additional damages” pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) and \$1,500.00 for the general release she is providing for a separate claim<sup>2</sup> (“Payment to Plaintiff”). This payment will be separate and apart from the Settlement Fund and her pro-rata share of the same.

4. Attorneys’ Fees Expenses, and Costs of Class Counsel – The Defendant will pay Class Counsel their reasonable attorneys’ fees, costs, and expenses as awarded by this Court (“Attorneys’ Fees, Expenses, and Costs of Class Counsel”), separate and apart from the Settlement Fund, the Payment to the Plaintiff, and any Settlement Administration Costs, as set forth in the Order previously entered by this Court [ECF No. 83]; and

5. Settlement Notice and Administration – Separate from the Settlement Fund, the Payment to the Plaintiff, and the Attorneys’ Fees, Expenses, and Costs of Class Counsel, the Defendant is responsible for paying all costs of notice and administration of the settlement (“Settlement Administration Costs”), which will be completed by Class-Settlement.com.

**OBJECTIONS AND EXCLUSIONS** – The Class Members were given an opportunity to object to the settlement. No persons objected to the settlement. Three persons excluded themselves from the settlement. The names of the Class Members who excluded themselves from the settlement are Christie M. King, Drew Jacobsen, and Rayda Adorno-Melendez. This Order is binding on all Class Members who did not exclude themselves from the settlement.

**RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT** – Class Members, and their

---

<sup>2</sup> Because the Plaintiff is being paid this \$1,500.00, *not* as “a salary, a bounty, or both,” but in exchange for agreeing to a broader release of claims than the release the other Class Members have given, this payment doesn’t violate the strictures of *Johnson v. NPAS Solutions, LLC*, 975 F.3d 1244, 1258 (11th Cir. 2020).

successors and assigns, are permanently barred and enjoined from instituting, prosecuting, intervening in or participating in, either individually or as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Agreement. Pursuant to the release contained in the Agreement, the Released Claims are compromised, settled, released, and discharged, by virtue of these proceedings and this Order.

The Plaintiff and each Class Member are permanently barred from bringing the Released Claims against the Released Parties, including, but not limited to, any claim for contribution or indemnification (whether contractual or otherwise), and any Class Member receiving notice of the Class Notice, or having actual knowledge of the Class Notice, or having actual knowledge of sufficient facts that would cause such person to be charged with constructive notice of the Class Notice, shall be permanently enjoined from bringing, either derivatively or on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against the Released Parties in any forum, action, or proceeding of any kind.

This Final Order and Judgment Approving Class Action Settlement and Dismissing Case with Prejudice is hereby entered as a final and appealable order. The Lawsuit is hereby dismissed with prejudice in all respects. This Order is not, and shall not be construed as, an admission by the Defendant of any liability or wrongdoing in this or in any other proceeding. Without affecting the finality of this Order, the Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit and/or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this Order, and the approval of any attorneys' fees, costs, and expenses to Class Counsel.

**DONE AND ORDERED** in the Southern District of Florida on January 25, 2023.



---

**ROY K. ALTMAN**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record