

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA**

Deloise Guyton, on behalf of herself and others: similarly situated,	:	Case No.: 2023-CA-001242
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Abrahamsen Gindin, LLC,	:	
	:	
Defendant.	:	
	:	

**PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Introduction

This case centers on the failure of Abrahamsen Gindin, LLC (“Defendant”) to register as a consumer collection agency with the Office of Financial Regulation of the Florida Financial Services Commission prior to attempting to collect debts from consumers in Florida.¹ Plaintiff Deloise Guyton alleged that Defendant’s conduct violated sections 1692e and 1692f of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*² While Defendant denies any liability and denies that it violated the FDCPA, it does not oppose the relief requested here.

The parties have reached an agreement whereby Defendant will (1) issue full refunds to all Class Members (as defined below) who paid it any money, totaling \$2,460; and (2) create a non-

¹ Pursuant to the Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. § 559.55 *et seq.*, prior to engaging in any business in Florida, a person who acts as a consumer collection agency must register with the State of Florida Office of Financial Regulation. Fla. Stat. § 559.553(1).

² An entity’s failure to register under Fla. Stat. § 559.553(1) supports a cause of action under the FDCPA. *See, e.g., LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1192 (11th Cir. 2010).

reversionary settlement fund in the amount of \$16,900 to cover payments to participating Class Members. Given historical claims rates in FDCPA class actions, each participating Class Member here stands to receive between \$50 and \$150, separate from any reimbursements they are owed. The settlement fund exceeds 1% of Defendant's book value net worth, and thus is more than Ms. Guyton could have recovered for the Class in statutory damages had she prevailed at trial. *See* 15 U.S.C. § 1692k(a)(2)(B).

Defendant separately will pay the costs of settlement administration and an individual award to Ms. Guyton. Defendant also will pay—separate from the above amounts—class counsel's reasonable attorneys' fees and expenses as awarded by the Court. The parties do not have an agreement on the amount of fees and expenses at this time.

Ms. Guyton and her counsel strongly believe that the settlement is fair, reasonable, and adequate, and in the best interests of Class Members. As more fully set forth below, Ms. Guyton respectfully requests that this Court enter the accompanying agreed order granting preliminary approval of the settlement.

Summary of the Settlement

I. The settlement provides monetary compensation for each participating Class Member, and full reimbursement of all monies Class Members paid to Defendant.

The Settlement Agreement³ defines a settlement class (the "Class") under Rule 23(b)(3) comprised of:

All persons (a) with a Florida address, (b) from whom Abrahamsen Gindin, LLC attempted to collect a consumer debt, (c) between June 24, 2020 and November 30, 2021.

Defendant has identified 1,690 potential members of the Class, including Ms. Guyton.

³ A true and correct copy of the Settlement Agreement, including its addendum, is attached to the Declaration of Michael L. Greenwald, attached as Exhibit A.

Class Members who made payments to Defendant will not need to take any action to receive reimbursements. Instead, all Class Members who made payments to Defendant in response to its debt collection efforts will automatically receive full reimbursement for the money they paid to Defendant, unless they timely exclude themselves from the settlement.

Class Members who did not make payments to Defendant will need to submit a short claim form to receive a pro-rata share of the settlement fund. This claim form is to confirm that Class Members' debts were personal or familial in nature (as opposed to business or commercial debts), and therefore fall within the auspices of the FDCPA.

Finally, in addition to the foregoing, and separate and apart from the settlement fund and reimbursements, Defendant will pay \$1,000 to Ms. Guyton as "additional damages" pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i), as well as the costs of class notice and administration, and an award of reasonable attorneys' fees and expenses to counsel for Ms. Guyton, subject to this Court's approval.⁴

II. The Settlement Agreement provides for direct mail notice to all Class Members.

The Agreement requires a robust notice program consisting of direct mail notice to each potential Class Member. To that end, the parties have selected Class-Settlement.com to act as the settlement administrator. Class-Settlement.com is an experienced settlement administrator that has previously received approval to administer similar class action settlements. *See, e.g., Cooper v. InvestiNet*, No. 1:21-cv-01562-TWP-DML, 2021 WL 5815800, at *2 (S.D. Ind. Dec. 6, 2021).

⁴ The parties have not reached any agreement on the amount of attorneys' fees or litigation costs and expenses Defendant will pay. However, Defendant will pay any attorneys' fees, expenses, and costs awarded by the Court separate and apart from the settlement fund so as not to diminish the recovery for the Class.

This Court Should Preliminarily Certify the Settlement Class

I. Florida Rule of Civil Procedure 1.220 governs class actions.

To obtain class certification, a plaintiff is required to satisfy all four elements of Rule 1.220(a) and at least one element of Rule 1.220(b). Fla. R. Civ. P. 1.220(a)-(b). Because Rule 1.220 is patterned after Rule 23 of the Federal Rules of Civil Procedure, Florida courts considering class treatment routinely follow federal case law interpreting Rule 23. *See Powell v. River Ranch Prop. Owners Ass'n, Inc.*, 522 So. 2d 69, 70 (Fla. 2nd DCA 1988), *rev. denied*, 531 So. 2d 1354 (Fla. 1988) (“Florida Rule of Civil Procedure 1.220 sets forth the prerequisites for maintenance of a class action. That rule was completely revised in 1980 to bring it in line with modern practice and is based on Rule 23 of the Federal Rules of Civil Procedure. We follow the federal construction and application where appropriate.”).

To satisfy Rule 1.220(a), a plaintiff must show that: (1) there is sufficient numerosity of class members; (2) there is commonality of the claims or defenses of the named class representative and each member of the class; (3) the claims or defenses of the class representative are typical of that of the class; and (4) the class representative can fairly and adequately represent the interests of each member of the class. Fla. R. Civ. P. 1.220(a); *City of Pompano Beach v. Fla. Dep't of Agric.*, No. 00-18394, 2002 WL 1558217, at *2 (Fla. 17th Cir. Ct. Jan. 24, 2002). In addition, under subsection (b)(3), issues which are subject to generalized proof must predominate over issues that require individualized proof, and the class action must be superior to other available methods for a fair and efficient adjudication of the controversy. *Id.* at *4.

Notably, “[w]hen determining whether to certify a class, a trial court should focus on the prerequisites for class certification and not the merits of a cause of action.” *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 105 (Fla. 2011). And here, because certification is sought in the

context of a settlement, the requirements of Rules 1.220(a) and 1.220(b) are readily satisfied. *See, e.g., Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, *see* Fed. Rule Civ. Proc. 23(b)(3)(D), for the proposal is that there be no trial.”); *accord Sosa*, 73 So. 3d at 105 (“A trial court should resolve doubts with regard to certification in favor of certification, especially in the early stages of litigation.”).

II. Plaintiff satisfies the requirements of Rule 1.220(a).

A. The class is so numerous that joinder of all members is impracticable.

The first requirement of Rule 1.220(a) is that the class must be “so numerous that separate joinder of each member is impracticable.” Fla. R. Civ. P. 1.220(a)(1). “No specific number and no precise count are needed to sustain the numerosity requirement.” *Sosa*, 73 So. 3d at 102-03. The focus of the numerosity inquiry is not whether the number of proposed class members is “too few” to satisfy the Rule, but “whether joinder of proposed class members is impractical.” *Armstead v. Pingree*, 629 F. Supp. 273, 279 (M.D. Fla. 1986).

Here, Defendant has identified approximately 1,690 potential Class Members dispersed throughout Florida. Because the Class has so many members, it is sufficiently numerous that joinder would be impracticable. *See Maner Props., Inc. v. Siksay*, 489 So.2d 842, 844 (Fla. 4th DCA 1986) (determining numerosity requirement was satisfied because of evidence of over 350 potential class members).

B. Ms. Guyton’s claims present questions of law and fact common to the Class.

Rule 1.220(a) also requires that there be at least one issue common to all members of the Class. Fla. R. Civ. P. 1.220(a)(2). “The . . . primary concern in considering the . . . commonality of claims should be whether the representative’s claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal

theory.” *Powell*, 522 So. 2d at 70. As the Florida Supreme Court wrote in *Sosa*:

The threshold of the commonality requirement is not high. A mere factual difference between class members does not necessarily preclude satisfaction of the commonality requirement. Individualized damage inquiries will also not preclude class certification.

Rather, the commonality requirement is aimed at determining whether there is a need for, and benefit derived from, class treatment. More specifically, the commonality prong only requires that resolution of a class action affect all or a substantial number of the class members, and that the subject of the class action presents a question of common or general interest.

Furthermore, the commonality requirement is satisfied if the common or general interest of the class members is in the object of the action, the result sought, or the general question implicated in the action. This core of the commonality requirement is satisfied if the questions linking the class members are substantially related to the resolution of the litigation, even if the individuals are not identically situated.

The primary concern in the consideration of commonality is whether the representative’s claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory.

73 So. 3d at 107.

Here, the claims asserted by Ms. Guyton and the Class originate from the same conduct, practice, and procedure on the part of Defendant, namely, the attempted collection of consumer debts at a time when Defendant was not registered with the Office of Financial Regulation of the Florida Financial Services Commission as a consumer collection agency. Thus, if brought and prosecuted individually, the claims of each class member would require proof of the same material and substantive facts. *See, e.g., Freedom Life Ins. Co. of Am. v. Wallant*, 891 So. 2d 1109, 1119 (Fla. 4th DCA 2004) (“The common issues that predominate in the case at bar are the enforceability of the dispute resolution provision which is common to all class members’ policies and the question of whether statutory violations have occurred that should result in monetary recovery for denied and delayed claims.”); *Broin v. Philip Morris Cos.*, 641 So. 2d 888, 890 (Fla.

3d DCA 1994) (“The alleged facts, which we accept as true at this point in the proceedings, demonstrate that the members of the class behaved in the same way, that they were passive inhalers of secondhand smoke, and that defendants acted toward each member in a similar manner, by manufacturing the cigarettes that exuded the smoke. The class members all seek recovery under the same common interest, and share a common interest in obtaining the relief sought.”).

The Class here, whose members share common claims based on uniform debt collection conduct, satisfies commonality.

C. Plaintiff’s claims are typical of the claims of the Class.

Typicality requires that “the claim or defense of the representative party is typical of the claim or defense of each member of the class.” Fla. R. Civ. P. 1.220(a)(3). Although similar to commonality in that it concentrates on the “nexus” between class members and the named class representative, typicality differs from commonality in that it focuses on the named class representative’s individual characteristics in comparison to the proposed class. *Sosa*, 73 So. 3d at 114 (“The key inquiry for a trial court when it determines whether a proposed class satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as the class members.”). “The test for typicality, like the test for commonality, is not demanding and focuses on the general similarity between the named plaintiffs’ legal and remedial theories and the theories of those whom they purport to represent.” *Morgan v. Coats*, 33 So. 3d 59, 65 (Fla. 2d DCA 2010).

Here, Ms. Guyton and the members of the Class allegedly suffered by way of a common practice in that they each received a debt collection letter from Defendant at a time when Defendant was not registered as a consumer collection agency. Thus, Ms. Guyton possesses the same interests

and has suffered the same injuries as each member of the Class and asserts identical claims and seeks identical relief on behalf of the unnamed members of the Class.

As a result, Ms. Guyton’s claims are typical of those of the Class she seeks to represent. *See Sosa*, 73 So. 3d at 115 (“In this case, the claims of Sosa and the putative class members are based on the same legal theory—a violation of sections 627.840 and 627.835—that arose from the same course of conduct that caused a similar injury—Safeway overcharging Sosa and the putative class members an additional service charge of \$20 twice in a twelve-month period.”); *Morgan*, 33 So. 2d at 65 (“Here, Morgan alleged that he suffered the same injury: not being paid for meal breaks. He also alleged that his claim was based on the same legal theories as the claims of the rest of the class members: breach of contract, quantum meruit, and unjust enrichment. Thus, Morgan satisfied the typicality prong by meeting the minimal requirement of showing that he possessed the same interest and had suffered the same type of injury as the rest of the class members.”).

D. Ms. Guyton, and her counsel, will fairly and adequately protect the interests of Class Members.

Next, the Court must determine if “the representative party can fairly and adequately protect and represent the interests of each member of the class.” Fla. R. Civ. P. 1.220(a)(4). A trial court’s inquiry concerning whether the adequacy requirement is satisfied contains two prongs. *See City of Tampa v. Addison*, 979 So. 2d 246, 255 (Fla. 2d DCA 2007). “The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong pertains to whether the class representative’s interests are antagonistic to the interests of the class members.” *Sosa*, 73 So. 3d at 115.

Here, Ms. Guyton has retained the services of counsel—Greenwald Davidson Radbil PLLC—who are experienced in complex class action litigation, will vigorously prosecute this action, and will protect all absent Class members. *See* Ex. A at ¶¶ 9-18 (collecting cases).

Moreover, Ms. Guyton’s claims are aligned with the claims of members of the Class. And as evidenced by her prosecution of this case (both here and, previously, in federal court),⁵ she has been committed to vigorously pursuing the Class Members’ claims with their best interests in mind, and those efforts resulted in the excellent settlement at bar. Ms. Guyton has no interests adverse to or which conflict with the interests of other members of the Class.

As a result, Ms. Guyton satisfies Rule 1.220(a)(4). *See, e.g., Sosa*, 73 So. 3d at 115 (“In this case, Sosa was willing and able to take an active role as class representative and advocate on behalf of all class members. His interests were not antagonistic to those of the rest of the class. On the contrary, they paralleled the interests of the class members, as he and the class members sought redress from Safeway based on alleged violations of sections 627.835 and 627.840. Further, the trial court determined that Sosa’s legal team was competent and experienced, giving them the ability to advocate effectively on behalf of Sosa and the putative class members. Accordingly, Sosa fulfilled the adequacy requirement of rule 1.220(a).”).

III. Ms. Guyton satisfies the requirements of Rule 1.220(b)(3).

“In addition to meeting the requirements of rule 1.220(a), appellants must demonstrate the class action is maintainable under rule 1.220(b)(1), (2) or (3).” *Smith v. Glen Cove Apartments Condos. Master Ass’n*, 847 So. 2d 1107, 1111 (Fla. 4th DCA 2003). Pertinent here, Plaintiff satisfies Rule 1.220(b)(3) because the questions of law or fact common to the Class predominate over questions affecting the individual members and, on balance, a class action is superior to other methods available for adjudicating the controversy.

⁵ Originally filed in June 2021, this case was previously pending in the U.S. District Court for the Middle District of Florida. After initial written discovery and as a result of back-and-forth negotiations, the parties reached the class settlement at bar. Ultimately, the parties concluded that the proper jurisdiction to hear Ms. Guyton’s claims—and through which to present the settlement for court approval—was in state court, not federal court. As a result, and with the consent of Defendant, Ms. Guyton re-filed her lawsuit in this court.

A. Common questions of law and fact predominate over any individualized inquiries.

To meet the requirements of Rule 1.220(b)(3), the party moving for class certification must establish that common questions of law and fact predominate over individual ones. *See* Fla. R. Civ. P. 1.220(b)(3). “Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Sosa*, 73 So. 3d at 111.

Here, common issues necessarily predominate because Ms. Guyton’s claim is based on standardized conduct by Defendant, and courts routinely find that claims based on standardized debt collection conduct satisfy the predominance requirements of Fla. R. Civ. P. 1.220(b)(3) and Fed. R. Civ. P. 23(b)(3). *See, e.g., Discount Sleep of Ocala, LLC v. City of Ocala*, 245 So. 3d 842, 856 (Fla. 5th DCA 2018) (“In this case, common issues predominate over individual ones. The City treated Appellants and the putative class members in the same manner. If Appellants prove their case, they will prove the case for each class member. Thus, predominance is satisfied.”); *see also Sharf v. Fin. Asset Resolution, LLC*, 295 F.R.D. 664, 671 (S.D. Fla. 2014) (“Because the main issue in dispute in this case is whether form letters sent to Plaintiff and all other class members violate the FDCPA and FCCPA, common issues predominate.”). For these same reasons, predominance is satisfied here.

B. A class action is superior to other available methods for the fair and efficient adjudication of Ms. Guyton’s claims and the claims of the Class Members.

Rule 1.220(b)(3) requires that “class representation is superior to other available methods for the fair and efficient adjudication of the controversy.” Fla. R. Civ. P. 1.220(b)(3). When evaluating the superiority requirement of Rule 1.220(b)(3), the Court must consider (1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action is manageable. *See Morgan*, 33 So. 3d at 66.

As the federal Eleventh Circuit Court of Appeals explained in the context of the FDCPA, “[m]any courts comparing class actions to other adjudicative methods in FDCPA cases have concluded that class actions are a more efficient and consistent means of trying the legality of collection letters.” *Dickens v. GC Servs. Ltd. P’ship*, 706 F. App’x 529, 538 (11th Cir. 2017). This is in part because “separate actions by each of the class members would be repetitive, wasteful, and an extraordinary burden on the courts.” *Jones v. Advanced Bureau of Collections LLP*, 317 F.R.D. 284, 294 (M.D. Ga. 2016). Moreover, “[c]lass members would have less litigation or settlement leverage, significantly reduced resources and no greater prospect for recovery should they be required to individually litigate their claims.” *Magallon v. Robert Half Int’l, Inc.*, 311 F.R.D. 625, 641 (D. Or. 2015). As the Florida Supreme Court explained in *Sosa*:

In this case, Sosa’s cause of action is suitable for class certification because it is the superior form of adjudication for this controversy. There are potentially thousands of prospective class members and their small individual economic claims involving a \$20 overcharge are not so large as to economically justify each individual filing a separate action. Allowing Sosa and the putative class members to proceed with this class action is the most economically feasible remedy given the potential individual damage recovery for each class member. Furthermore, because of the large number of potential class members who based their claims on the same common course of conduct by Safeway, a class action would be a more manageable and more efficient use of judicial resources than individual claims. Therefore, Sosa and the putative class members satisfy rule 1.220(b)(3)’s superiority requirement.

73 So. 3d at 116. The same is true here.

For these reasons, a class action is the superior method to adjudicate this matter.

This Court should preliminarily approve the parties’ settlement as fair, reasonable, and adequate

In determining whether preliminary approval is warranted, the issue before the Court is whether the settlement is within the range of what might be found fair, reasonable, and adequate, so that notice of the settlement may be given to Class members, and a hearing scheduled to consider

final approval of the settlement. The Court is not required at this point to make a final determination as to the fairness of the settlement:

Review of a proposed class action settlement generally involves two hearings. First, counsel submit the proposed terms of settlement and the judge makes a preliminary fairness evaluation. In some cases, this initial evaluation can be made on the basis of information already known, supplemented as necessary by briefs, motions, or informal presentations by the parties. If the case is presented for both class certification and settlement approval, the certification hearing and preliminary fairness evaluation can usually be combined. . . . The judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.

MANUAL FOR COMPLEX LITIGATION § 21.632 (4th ed. 2004); *see also* 4 ALBA CONTE & HERBERT B. NEWBERG, NEWBERG ON CLASS ACTIONS, § 11.25 (4th ed. 2002).

Once the preliminary fairness evaluation has been made and notice has been issued, the Court then holds a final fairness hearing to show that the proposed settlement is truly fair, reasonable, and adequate. *See* MANUAL FOR COMPLEX LITIGATION § 21.633-34; NEWBERG, § 11.25. That is, preliminary approval requires only that this Court evaluate whether the proposed settlement was negotiated at arm's-length and is within the range of possible litigation outcomes such that "probable cause" exists to disseminate notice and begin the formal fairness process. *See* MANUAL FOR COMPLEX LITIGATION § 21.632-33.

While a full fairness determination is not necessary at this early juncture, courts apply the following factors when assessing the reasonableness and adequacy of a class action settlement at the final fairness hearing: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant

risks of litigation. *Grosso v. Fid. Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173-74 (Fla. 3d DCA 2008). And in applying these factors, this Court should be guided foremost by the general principle that settlements of class actions are favored by the courts. *See, e.g., United Airlines, Inc. v. McDonald*, 432 U.S. 385, 401 (1977) (noting that settlements of class actions are “highly favored in the law and will be upheld whenever possible because they are a means of amicably resolving doubts and preventing lawsuits”); *Nelson v. Mead Johnson & Johnson Co.*, 484 F. App’x 429, 434 (11th Cir. 2012) (“Our judgment is informed by the strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.”); *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DN, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006) (“‘Public policy strongly favors the pretrial settlement of class action lawsuits.’ Settlement ‘has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources, and achieve the speedy resolution of justice.’”).

Here, Ms. Guyton is confident that each relevant factor supports the conclusion that the parties’ settlement is fundamentally fair, adequate, and reasonable, and should be preliminarily approved.

I. The parties engaged in arm’s-length settlement discussions to reach their agreement.

This case settled following extensive settlement negotiations among experienced counsel. As a result, the settlement is not a product of collusion and was the result of arm’s-length settlement negotiations when each party had a view as to the strengths and weaknesses of the case.

II. The complexity, expense, and stage of the litigation favor preliminary approval.

If the litigation had moved forward, Ms. Guyton would have had to obtain class certification, then prevail at summary judgment, or at trial, and on an appeal, to obtain any benefits

for members of the Class. *See, e.g., Bennett v. Behring Corp.*, 96 F.R.D. 343, 349-50 (S.D. Fla. 1982), *aff'd*, 737 F.2d 982 (11th Cir. 1984) (plaintiffs faced a “myriad of factual and legal problems” that led to “great uncertainty as to the fact and amount of damage,” which made it “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial”). Moreover, because damages under the FDCPA are not mandatory, there is no guarantee that Ms. Guyton would have recovered any money for the Class. *Accord Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 683 (N.D. Cal. 2016) (“Because damages are not mandatory, continued litigation presents a risk to Plaintiffs of expending time and money on this case with the possibility of no recovery at all for the Class. In light of the risks and costs of continued litigation, the immediate reward to Class Members is preferable.”). Given these considerations, preliminary approval of the settlement is appropriate, in part, to avoid the uncertainties of trial. *See In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297, 319 (N.D. Ga. 1993) (“It would seem unwise, therefore, to risk the substantial benefits of the settlement to the uncertainty of trial.”).

III. The parties have sufficiently developed the factual record to enable Ms. Guyton and her counsel to make a reasoned judgment concerning settlement.

Courts also consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that counsel had an adequate appreciation of the merits of the case before negotiating. *In re Checking Overdraft Litig.*, 830 F. Supp. 2d 1330, 1349 (S.D. Fla. 2011). At the same time, “[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations.” *Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992).

Here, the parties had extensive discussions about the merits of the claims while this matter was pending in federal court. In addition, Defendant provided Ms. Guyton with information

concerning the size of the Class, damages suffered by Class Members, and Defendant's net worth—the sole determinant of the Class's total potential statutory damages award in this action. *See Fla. Stat. § 559.77(2)*. Moreover, class counsel is well-versed in consumer protection litigation, having litigated numerous FDCPA class actions nationwide. *See Ex. A at ¶ 11*. The settlement was therefore consummated when the parties had a good view towards the strengths and weaknesses of their respective positions, and an understanding of the maximum potential recovery for the Class. *See Mashburn v. Nat'l Healthcare, Inc.*, 684 F. Supp. 660, 669 (M.D. Ala. 1988) (“[I]t is this Court's opinion that the plaintiffs have conducted enough discovery to be able to determine the probability of their success on the merits, the possible range of recovery, and the likely expense and duration of the litigation.”).

IV. The probability of Ms. Guyton's success on the merits coupled with the range of possible recovery favor preliminary approval.

The probability of Ms. Guyton's success on the merits when accounting for the range of possible recovery and the attendant risks of the litigation favor preliminary approval. In determining whether a settlement is fair in light of the potential range of recovery, this Court is guided by the important maxim that a proposed settlement may be only a fraction of the theoretical recovery, yet still fair and adequate in light of the attendant risks of litigation. *In re Checking Overdraft Litig.*, 830 F. Supp. 2d at 1350.

This settlement represents an extraordinary result for Class Members. First, Class Members will be reimbursed for every dollar paid to Defendant. Second, and in addition, Defendant will create a non-reversionary settlement fund totaling \$16,900, which amounts to more than 1% of Defendant's net worth. *See 15 U.S.C. § 1692k(A)(2)(B)* (limiting statutory damages to “the lesser of \$500,000 or 1 per centum of the net worth of the debt collector”); *see also Sanders v. Jackson*, 209 F.3d 998, 1004 (7th Cir. 2000) (“net worth” within meaning of § 1692k means “balance sheet

or book value net worth” of assets minus liabilities). From this settlement fund, participating Class Members are expected to receive between \$50 and \$150, depending on the number who submit valid claims.

Also noteworthy, there is no guarantee of full statutory damages at trial because the FDCPA’s damages provision is permissive rather than mandatory. That is, the law provides for statutory damages awards up to certain amounts after balancing such factors as the nature of Defendant’s noncompliance, the number of persons adversely affected, and the extent to which Defendant’s noncompliance was intentional. *See* 15 U.S.C. § 1692k(b)(2). But there is no minimum award.

Accordingly, even had Ms. Guyton prevailed at trial, the jury may have awarded little in the way of statutory damages, or even potentially none at all. Moreover, the risk of a minimal damages award was not merely hypothetical. *See, e.g., Dickens v. GC Servs. Ltd. P’ship*, 220 F. Supp. 3d 1312, 1324 (M.D. Fla. 2016) (“Having considered these factors and the parties’ briefs, the Court finds that the statutory award in this case should be nominal, whether that award applies to Dickens alone or a class of plaintiffs.”), *vacated and remanded*, 706 F. App’x 529 (11th Cir. 2017); *see also Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, No. 1:06 CV 1397, 2011 WL 1434679, at *11 (N.D. Ohio 2011) (awarding no “additional damages” to members of the class).

Given the foregoing, the immediate relief provided by the settlement is substantial and represents an excellent result for the Class that could not have been bested at trial. Not surprisingly, then, the settlement here compares favorably to other similar FDCPA class settlements approved throughout the country. *See, e.g., Sullivan v. Marinosci Law Grp., P.C., P.A.*, No. 9:18-cv-81368, 2019 WL 6709575, at *2 (S.D. Fla. Nov. 22, 2019) (\$27.51 per class member); *Bellum v. Law*

Offices of Frederic I. Weinberg & Assocs., P.C., No. 15-2460, 2016 WL 4766079, at *3 (E.D. Pa. Sept. 13, 2016) (\$10.92 per class member); *Hall v. Frederick J. Hanna & Assocs., P.C.*, No. 1:15-cv-3948, 2016 WL 2865081, at *3 (N.D. Ga. May 10, 2016) (\$10 per class member); *Schell v. Frederick J. Hanna & Assocs., P.C.*, No. 3:15-cv-418, 2016 WL 1273297, at *3 (S.D. Ohio Mar. 31, 2016) (same).

In sum, considering the benefits obtained here, in comparison to those likely at trial, plus the risks in moving forward, this factor well supports preliminary approval of the settlement.

V. The opinions of Ms. Guyton and her counsel strongly favor preliminary approval.

Both Ms. Guyton and her counsel firmly believe that the settlement here is fair, reasonable, and adequate, and in the best interests of Class Members. A strong initial presumption of fairness should attach to the proposed settlement because it was reached by well-qualified counsel engaged in arm's-length negotiations. *See Mashburn*, 684 F. Supp. at 669 (“If plaintiffs’ counsel did not believe these factors all pointed substantially in favor of this settlement as presently structured, this Court is certain that they would not have signed their names to the settlement agreement.”); *In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. at 312-13 (“In determining whether to approve a proposed settlement, the Court is entitled to rely upon the judgment of the parties’ experienced counsel.”).

Here, class counsel brings a wealth of experience in consumer protection class action litigation. *See* Ex. A at ¶¶ 9-23. Correspondingly, Ms. Guyton’s and her counsel’s strong support for this settlement weighs heavily in favor of this Court’s preliminary approval of the same.

VI. The settlement serves the public interest.

Because there is a strong public interest in encouraging settlement of complex litigation and class action suits, which are notoriously difficult and unpredictable, and because settlement

conserves judicial resources, this settlement serves the public interest. *See, e.g., Bano v. Union Carbide Corp.*, 273 F.3d 120, 129-130 (2d Cir. 2001) (“[t]he public interest in amicable resolution of cases is particularly strong” in class action litigation); *Anita Founds., Inc. v. ILGWU Nat’l Ret. Fund*, 902 F.2d 185, 190 (2d Cir. 1990) (“Courts are wary of disturbing settlements, because they represent compromise and conservation of judicial resources, two concepts highly regarded in American jurisprudence”); *Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229 (9th Cir. 1989) (“overriding public interest in settling and quieting litigation” is “particularly true in class action suits”).

This Court Should Approve the Proposed Notice to Class Members

Rule 1.220(d)(2) provides:

As soon as is practicable after the court determines that a claim or defense is maintainable on behalf of a class, notice of the pendency of the claim or defense shall be given by the party asserting the existence of the class to all the members of the class. The notice shall be given to each member of the class who can be identified and located through reasonable effort and shall be given to the other members of the class in the manner determined by the court to be most practicable under the circumstances. Unless otherwise ordered by the court, the party asserting the existence of the class shall initially pay for the cost of giving notice. The notice shall inform each member of the class that (A) any member of the class who files a statement with the court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice.

“[B]est notice practicable” means “individual notice to all members who can be identified through reasonable effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). The notice must describe “the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 962 (9th Cir. 2009). If class members can be identified and are given individual notice, there is no requirement for notice by publication or other means.

Here, the parties have agreed to a notice program (the proposed notice documents are exhibits to the addendum to the parties' settlement agreement) to be administered by a third-party settlement administrator that will use all reasonable efforts to provide direct mail notice to each potential Class Member. This notice plan complies with Rule 1.220(d)(2) and due process because, among other things, it informs Class Members of: (1) the nature of the action; (2) the essential terms of the settlement, including the definition of the Class and claims asserted; (3) the binding effect of a judgment if the Class Member does not request exclusion; (4) the process for filing a claim, objection and/or exclusion, including the time and method for doing so and that Class Members may make an appearance through counsel; (5) information regarding Ms. Guyton's request for statutory damages and an award of attorneys' fees and expenses; and (6) how to make inquiries. MANUAL FOR COMPLEX LITIGATION § 21.312.

In short, this notice plan ensures that Class Members' due process rights are amply protected and, as a result, should be approved. *See* Fed. R. Civ. P. 23(c)(2)(A); *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) ("Under the circumstances of this case, when all class members are known in advance, the Court finds that the method of direct mail notice to each class member's last known address—and a second notice if the first was returned as undeliverable—was the best practicable notice.").

This Court Should Schedule a Final Fairness Hearing

Finally, the last step in the settlement approval process is a final fairness hearing for this Court to hear all evidence and argument necessary to make its final settlement evaluation. Proponents of the settlement may offer argument in support of final approval, and Class Members who have properly objected to the settlement may be heard at this hearing as well. The Court then will determine after the final fairness hearing whether the settlement should be approved, and whether to enter a judgment and order of dismissal.

Plaintiff respectfully requests that this Court set a date for a final fairness hearing at the Court's convenience, approximately 90 to 120 days after the Court's preliminary approval of the settlement.

Conclusion

Plaintiff respectfully requests that this Court enter the accompanying order granting preliminary approval to the parties' class action settlement. As noted, Defendant does not oppose the relief requested herein.

Dated: March 30, 2023

Respectfully submitted,

/s/ James L. Davidson

James L. Davidson

Florida Bar No. 723371

Michael L. Greenwald

Florida Bar No. 0761761

Greenwald Davidson Radbil PLLC

5550 Glades Road, Suite 500

Boca Raton, FL 33431

Tel: (561) 826-5477

jdavidson@gdrllawfirm.com

mgreenwald@gdrllawfirm.com

Counsel for Ms. Guyton and the proposed class

CERTIFICATE OF SERVICE

I hereby certify that on March 30, 2023, I filed the foregoing using the Court's CM/ECF system, which will provide notice to:

Lauren M. Burnette
Messer Strickler, Ltd.
12276 San Jose Blvd., Suite 718
Jacksonville, Florida 32223
lburnette@messerstrickler.com

/s/ James L. Davidson

James L. Davidson

Exhibit A

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA**

Deloise Guyton, on behalf of herself and others: similarly situated,	:	Case No.: 2023-CA-001242
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Abrahamsen Gindin, LLC,	:	
	:	
Defendant.	:	
	:	

**DECLARATION OF MICHAEL L. GREENWALD IN SUPPORT OF PLAINTIFF’S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Michael L. Greenwald, pursuant to 28 U.S.C. § 1746, declare as follows:

1. My name is Michael L. Greenwald.
2. I am over twenty-one years of age.
3. I am fully competent to make the statements contained in this declaration.
4. I graduated from the University of Virginia in 2001 and Duke University School of Law in 2004.
5. I am a partner at Greenwald Davidson Radbil PLLC (“GDR”).
6. GDR is counsel for Plaintiff Deloise Guyton and proposed class counsel in this action.
7. I am admitted to practice before this Court.
8. I submit this declaration in support of Ms. Guyton’s unopposed motion for preliminary approval of class action settlement.

GDR's Experience

9. GDR's attorneys have extensive experience litigating consumer protection class actions, including class actions under the Fair Debt Collection Practices Act ("FDCPA") and other consumer protection statutes.

10. As class counsel, GDR has helped to recover more than \$120 million for class members over the past eight years, including in the following cases:

- *Jackson v. Discover Financial Services Inc.*, No. 1:21-cv-04529 (N.D. Ill.);
- *Lucas v. Synchrony Bank*, No. 4:21-cv-00070-PPS (N.D. Ind.);
- *Wesley v. Snap Fin. LLC*, No. 2:20-cv-00148-RJS-JCB (D. Utah);
- *Miles v. Mediacredit, Inc.*, No. 4:20-cv-1186-JAR (E.D. Mo.);
- *Davis v. Mindshare Ventures LLC et al.*, No. 4:19-cv-1961 (S.D. Tex.);
- *Bonoan v. Adobe, Inc.*, No. 3:19-cv-01068-RS (N.D. Cal.);
- *Neal v. Wal-Mart Stores, Inc. and Synchrony Bank*, No. 3:17-cv-00022 (W.D.N.C.);
- *Jewell v. HSN, Inc.*, No. 3:19-cv-00247-jdp (W.D. Wis.);
- *Knapper v. Cox Commc'ns, Inc.*, No. 2:17-cv-00913-SPL (D. Ariz.);
- *Sheean v. Convergent Outsourcing, Inc.*, No. 2:18-cv-11532-GCS-RSW (E.D. Mich.);
- *Williams v. Bluestem Brands, Inc.*, No. 8:17-cv-01971-T-27AAS (M.D. Fla.);
- *Martinez, et al., v. Mediacredit, Inc.*, No. 4:16-cv-01138 ERW (E.D. Mo.);
- *Johnson v. NPAS Solutions, LLC*, No. 9:17-cv-80393 (S.D. Fla.);
- *Luster v. Wells Fargo Dealer Servs., Inc.*, No. 1:15-cv-01058-TWT (N.D. Ga.);
- *Prather v. Wells Fargo Bank, N.A.*, No. 1:15-cv-04231-SCJ (N.D. Ga.);
- *Johnson v. Navient Solutions, Inc., f/k/a Sallie Mae, Inc.*, No. 1:15-cv-0716-LJM (S.D. Ind.);
- *Toure and Heard v. Navient Solutions, Inc., f/k/a Sallie Mae, Inc.*, No. 1:17-cv-00071-LJM-TAB (S.D. Ind.);

- *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-2424-T-23JSS (M.D. Fla.);
- *Schwyhart v. AmSher Collection Servs., Inc.*, No. 2:15-cv-1175-JEO (N.D. Ala.);
- *Cross v. Wells Fargo Bank, N.A.*, No. 2:15-cv-01270-RWS (N.D. Ga.);
- *Markos v. Wells Fargo Bank, N.A.*, No. 15-1156 (N.D. Ga.);
- *Prater v. Medicredit, Inc.*, No. 14-00159 (E.D. Mo.);
- *Jones v. I.Q. Data Int'l, Inc.*, No. 1:14-cv-00130-PJK-GBW (D.N.M.); and
- *Ritchie v. Van Ru Credit Corp.*, No. 2:12-CV-01714-PHX-SM (D. Ariz.).

11. In addition to the cases outlined above, GDR has been appointed class counsel in dozens of class actions brought under the FDCPA and other consumer protection statutes in the past six years, including:

- *Taylor v. TimePayment Corp.*, No. 3:18-cv-00378-MHL-DJN (E.D. Va.);
- *Danger v. Nextep Funding, LLC*, No. 0:18-cv-00567-SRN-LIB (D. Minn.);
- *Spencer v. #1 A LifeSafer of Ariz. LLC*, No. 18-02225-PHX-BSB (D. Ariz.);
- *Dickens v. GC Servs. Ltd. P'Ship*, No. 8:16-cv-00803-JSM-TGW (M.D. Fla.);
- *Kagno v. Bush Ross, P.A.*, No. 8:17-cv-1468-T-26AEP (M.D. Fla.);
- *Johnston v. Kass Shuler, P.A.*, No. 8:16-cv-03390-SDM-AEP (M.D. Fla.);
- *Jallo v. Resurgent Capital Servs., L.P.*, No. 4:14-cv-00449 (E.D. Tex.);
- *Macy v. GC Servs. Ltd. P'ship*, No. 3:15-cv-00819-DJH-CHL (W.D. Ky.);
- *Rhodes v. Nat'l Collection Sys., Inc.*, No. 15-cv-02049-REB-KMT (D. Colo.);
- *McCurdy v. Prof'l Credit Servs.*, No. 6:15-cv-01498-AA (D. Or.);
- *Schuchardt v. Law Office of Rory W. Clark*, No. 3:15-cv-01329-JSC (N.D. Cal.);
- *Globus v. Pioneer Credit Recovery, Inc.*, No. 15-CV-152V (W.D.N.Y.);
- *Roundtree v. Bush Ross, P.A.*, No. 8:14-cv-00357-JDW-AEP (M.D. Fla.); and

- *Gonzalez v. Germaine Law Office PLC*, No. 2:15-cv-01427 (D. Ariz.).

12. Multiple district courts have commented on GDR's useful knowledge and experience in connection with class action litigation.

13. For instance, in preliminarily approving the FDCPA class action settlement in *Chapman v. Bowman, Heintz, Boscia & Vician, P.C.*, Judge Jon E. DeGuilio of the Northern District of Indiana wrote:

No doubt Michael L. Greenwald of Greenwald Davidson Radbil PPLC has put extensive work into reviewing and investigating the potential claims in this case, and he and his firm have experience in handling class action litigation. Additionally, Mr. Greenwald has demonstrated his knowledge of the FDCPA and he has so far committed the resources necessary to representing the class and administrating the proposed settlement. The Court believes that Mr. Greenwald will fairly and adequately represent the interests of the class; and therefore, in compliance with Rule 23(g)(1), it is **ORDERED** that Michael Greenwald of Greenwald Davidson Radbil PPLC is appointed Class Counsel.

No. 2:15-cv-120 JD, 2015 WL 9478548, at *6 (N.D. Ind. Dec. 29, 2016).

14. As well, in *Ritchie*, Judge Stephen P. McNamee of the District of Arizona stated upon granting final approval to the settlement:

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

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

15. In *Schwychart*, Judge John E. Ott, Chief Magistrate Judge of the Northern District of Alabama, stated upon granting final approval to a settlement for 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. 2:15-cv-1175-JEO (N.D. Ala. Mar. 15, 2017).

16. 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.

McWilliams v. Advanced Recovery Sys., Inc., No. 3:15-CV-70-CWR-LRA, 2017 WL 2625118, at *3 (S.D. Miss. June 16, 2017).

17. Similarly, Judge Robert C. Chambers of the Southern District of West Virginia described GDR as follows:

As to the ninth factor, 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.

Riddle v. Atkins & Ogle Law Offices, LC, No. 3:19-cv-0249, 2020 WL 3496470, at *3 (S.D. W. Va. June 29, 2020) (internal citation omitted).

18. More recently, in certifying a nationwide class action under the Telephone Consumer Protection Act, Judge Roslyn O. Silver of the District of Arizona wrote:

Moreover, the quality of Plaintiff’s filings to this point, as well as the declarations submitted by the proposed class counsel, Michael Greenwald

(Doc. 120-6) . . . persuade the Court that Head, Greenwald, and Wilson will continue to vigorously prosecute this action on behalf of the class.

* * *

Significantly, class counsel have provided a list of well over a dozen class actions Greenwald, Wilson, and their respective firms have each litigated, including several under the TCPA. (Doc. 120-6 at 5-6; Doc. 120-7 at 2-7). These showings demonstrate counsel’s experience in handling class actions, complex litigation, and the types of claims asserted in this action. *See* Fed. R. Civ. P. 23(g)(1)(A)(ii).

Head v. Citibank, N.A., 340 F.R.D. 145, 152 (D. Ariz. 2022).

19. Prior to forming GDR, I spent six years as a litigator at Robbins Geller Rudman & Dowd LLP—one of the nation’s largest plaintiff’s class action firms.

20. My practice at Robbins Geller focused on complex class actions, including securities and consumer protection litigation.

21. While at Robbins Geller, I served on the litigation teams responsible for the successful prosecution of numerous class actions, including: *In re Evergreen Ultra Short Opportunities Fund Sec. Litig.* (D. Mass.); *In re Red Hat, Inc. Sec. Litig.* (E.D.N.C.); *City of Ann Arbor Emps.’ Ret. Sys. v. Sonoco Prods. Co., et al.* (D.S.C.); *Norfolk Cnty. Ret. Sys., et. al. v. Ustian* (N.D. Ill.); *Romero v. U.S. Unwired, Inc.* (E.D. La.); *Lefkoe v. Jos. A. Bank Clothiers, Inc.* (D. Md.); and *In re Odimo, Inc. Sec. Litig.* (Fla.).

22. I started my career as an attorney in the Fort Lauderdale, Florida office of Holland & Knight LLP.

23. Other GDR attorneys also contributed to the successful prosecution of this case, including partners Aaron D. Radbil, James L. Davidson, and Jesse S. Johnson, as well as former associate Alexander D. Kruzyk.

24. All GDR attorneys are admitted to practice before this Court.

25. More information about GDR and the firm's attorneys is available on the firm's website, www.gdrlawfirm.com.

The Settlement Warrants Preliminary Approval

26. This all-cash settlement constitutes a tremendous result for Class Members.

27. First, all Class Members who made payments to Abrahamsen Gindin, LLC ("Defendant") will receive a full refund without having to take any action.

28. Thus, in total, Defendant will refund \$2,460.00 to the 36 class members who made payments to it.

29. In addition, Defendant will create a non-reversionary settlement fund totaling \$16,900 for the benefit of all Class Members.

30. The total fund available to class members exceeds one percent of Defendant's net worth.

31. Thus, given the cap on statutory damages under the FDCPA of one percent of a debt collector's net worth, the Class will receive more in statutory damages than it could have hoped to attain at trial.

32. The settlement also requires direct mail notice to each potential Class Member to apprise Class Members of this settlement and their rights.

33. To participate, Class Members must submit a short, straightforward claim form indicating that their debts were consumer in nature (as opposed to business or commercial debts) and thus fall under the auspices of the FDCPA. As noted above, those Class Members who made payments to Defendant will receive full refunds without the need to take any action.

34. Given the excellent recovery for the Class, particularly in light of the risks associated with continued litigation and the limitations on damages imposed by the FDCPA, I

firmly believe the settlement to be fair, reasonable, and adequate, and that it should be preliminarily approved.

35. Attached is a true and correct copy of the Addendum to Class Settlement Agreement and its exhibits:

- Exhibit A: Class Action Settlement Agreement
- Exhibit B: Agreed Order Preliminarily Approving Settlement
- Exhibit C: Final Order and Judgment
- Exhibit D: Postcard notice and claim form
- Exhibit E: Website notice

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on March 30, 2023

By: *s/ Michael L. Greenwald*
Michael L. Greenwald

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT, IN AND
FOR DUVAL COUNTY, FLORIDA**

Deloise Guyton, on behalf of herself and others similarly situated,	:	Case No.: 2023-CA-001242
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Abrahamsen Gindin, LLC,	:	
	:	
Defendant.	:	
	:	

ADDENDUM TO CLASS ACTION SETTLEMENT AGREEMENT

This Addendum to the class action settlement agreement (“Agreement”) (attached as **Exhibit A**) is entered into between Deloise Guyton (“Plaintiff”), individually and on behalf of the “Class Members” (as defined in the Agreement), and Abrahamsen Gindin, LLC (“Defendant”) (collectively, the “Parties”).

The Parties incorporate all material terms of their Agreement. The purpose of this Addendum is to acknowledge and confirm that the Parties will and intend to seek approval of their Agreement in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2023-CA-001242. As a result, references to the “Court” or to any Federal Court in the Agreement are intended to be to the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida. Likewise, any references to the Federal Rules of Civil Procedure and intended to be to the Florida Rules of Civil Procedure.

Attached to this Addendum are revised exhibits to the Agreement. Specifically:

1. Order of Preliminary Approval – Class Counsel 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 B**.
2. Final Approval Order and Judgment – If the settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, Class Counsel will file an unopposed motion requesting that the Court enter the Final Approval Order and Judgment in substantially the same form attached as **Exhibit C**.
3. Written Class Notice –The written notice to the Class Members will be in substantially the form attached as **Exhibit D** with a long-form notice to be posted on Class Counsel’s website in substantially the form attached as **Exhibit E**, subject to Court approval.

This Addendum may be signed in counterparts, and by scanned and/or facsimile signatures. The separate signature pages executed by the Parties, through their counsel, may be combined to create a document binding on all the Parties and together constitutes one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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


Michael Greenwald (Mar 27, 2023 15:16 EDT)

Michael L. Greenwald
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431

Proposed Class Counsel, on behalf of
Plaintiff

Dated: Mar 27, 2023



Lauren M. Burnette
Messer Strickler Burnette, Ltd.
12276 San Jose Blvd., Suite 718
Jacksonville, Florida 32223

Counsel for Defendant, on behalf of
Abrahamsen Gindin, LLC

Dated: Mar 27, 2023

EXHIBIT A

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

Deloise Guyton, on behalf of herself and others similarly situated,	:	Case No.: 3:21-cv-00629-TJC-PDB
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Abrahamsen Gindin, LLC,	:	
	:	
Defendant.	:	
	:	

Class Action Settlement Agreement

This class action settlement agreement (“Agreement”) is entered between Deloise Guyton (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Abrahamsen Gindin, LLC (“Defendant”). Plaintiff and Defendant, on behalf of themselves and the Class Members (as defined below) (collectively, the “Parties”), intend this Agreement to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below), upon and subject to the terms and conditions contained herein.

RECITALS

On June 23, 2021, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court, Middle District of Florida,

Case No. 3:21-cv-00629-TJC-PDB, asserting putative class claims arising under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*

Plaintiff alleges that Defendant violated the FDCPA regarding certain of its debt collection efforts with respect to Plaintiff and the Class Members.

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

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

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

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

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

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

Prior to entering into this Agreement, counsel for the Parties engaged in discovery, which helped to inform their negotiations.

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

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

The Parties agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, to secure the Court’s approval of same, and contemplate that they will oppose any objections to the proposed settlement, including objections by any regulatory authority after CAFA notices are issued, and may oppose any appeals from any orders of final approval not taken by the Parties.

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

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

A. “Effective Date” means the first date 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 Member” means any person who meets the following definition:

All persons (a) with a Florida address, (b) from whom Abrahamsen Gindin, LLC attempted to collect a consumer debt, (c) between June 24, 2020 and November 30, 2021.

Defendant represents that there are a maximum of 1,690 Class Members.

D. “Participating Class Member” means a Class Member who submits a timely and valid claim form.

E. “Released Claims” means all claims under the FDCPA arising out of the mailing of written communications by Defendant to Class Members between June 24, 2020 and November 30, 2021. Nothing herein prevents Plaintiff or Class Members from asserting any defenses they have to any of the alleged debts Defendant attempted to collect from them.

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

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

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The Parties agree that Plaintiff should be appointed as the Class Representative for the Class Members and that Michael L. Greenwald of Greenwald Davidson Radbil PLLC should be appointed as counsel for the Class Members (“Class Counsel”).

4. ORDER OF PRELIMINARY APPROVAL – Class Counsel will file an unopposed motion requesting that the Court enter an Order of Preliminary Approval of Class Action Settlement in substantially the same form attached as **Exhibit A**.

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

6. ADMINISTRATION AND NOTIFICATION PROCESS – ClassSettlement.com—a third-party class administrator jointly selected by and agreeable to the parties (“Class Administrator”)—will administer the settlement and notification of the settlement to the Class Members. The costs and expenses for the administration of the settlement and class notice, including all work necessary to identify current contact information for the Class Members, will be paid by Defendant separate and apart from the Settlement Fund and Reimbursement Fund (defined below). The Class Administrator will be responsible for mailing the approved class action notice to the Class Members, mailing reimbursement checks to qualifying Class Members, and mailing settlement checks to the Participating Class Members.

7. The Class Administrator will, as expeditiously as possible but not to exceed 21 days from the Court’s entry of the Order of Preliminary Approval of Class Action Settlement, provide notice of the settlement to the Class Members as follows:

A. Written Class Notice – The Class Administrator will send via U.S. mail written notice of the settlement to each Class Member at his or her last known valid address, address correction requested, as provided by Defendant. Before sending the written notice, the Class Administrator will confirm and, if necessary, update the addresses for the Class Members through the standard methodology it currently uses to update addresses. If any notice is returned with a new address, the Class

Administrator will re-mail the notice to the new address and will update the Class Member address list with all forwarding addresses. If any notice is returned undeliverable without a new address, the Class Administrator will run a skip trace to attempt to locate an updated address and will re-mail the notice to the new address if a new address can be located. The written notice to the Class Members will be in substantially the form attached as **Exhibit C** with a long-form notice to be posted on Class Counsel's website in substantially the form attached as **Exhibit D**, subject to Court approval. Defendant will provide the names and last-known addresses of all Class Members to the Class Administrator, in a Microsoft Excel spreadsheet or some other editable format, within five days of the filing of Plaintiff's unopposed motion for preliminary approval of the class action settlement.

B. CAFA Notice – Defendant will serve the CAFA notice required by 28 U.S.C. § 1715, within 10 days of the filing of Plaintiff's unopposed motion for preliminary approval of the class action settlement.

8. CLAIMS, REQUESTS FOR EXCLUSION AND OBJECTIONS

A. Any Class Member who desires to receive his or her pro-rata portion of the Settlement Fund (defined below) must submit, pursuant to and in the form attached as Exhibit C, a timely and valid claim to the Class Administrator with a postmark date no later than 60 days after the court's entry of the Order of Preliminary Approval of Class Action Settlement. Such Participating Class Members must

confirm that they received a debt collection communication from Defendant between June 24, 2020 and November 30, 2021, and that such communication concerned a debt incurred primarily for personal, family, or household (rather than commercial or business) purposes.

B. Separate and apart from the Settlement Fund, any Class Member who made a payment to Defendant, and who does not exclude himself or herself from this settlement, will be reimbursed for those payments, in full. Class Members need not submit a claim to receive their reimbursement. The reimbursements will total \$2,460.00 and will be distributed to the 36 Class Members who made payments to Defendant.

C. Any Class Member who desires to be excluded from the class must send a written request for exclusion to the Class Administrator with a postmark date no later than 60 days after the Court's entry of the Order of Preliminary Approval of Class Action Settlement. After that deadline passes, the Class Administrator will provide to Class Counsel and Defendant's counsel a list of the names of each Class Member who submitted a timely exclusion. A copy of this list will be provided to the Court in connection with Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement.

D. In the written request for exclusion, the Class Member—subject to the Court's approval—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 must sign said request for exclusion. No Class Member, or any person acting on behalf of or in concert or participation with any Class Member, may exclude any other Class Member from the class. A Class Member may opt out on an individual basis only. “Mass” or “class” opt-outs, whether submitted by third parties on behalf of a “mass” or “class” of Class Members or multiple Class Members, where no personal statement has been signed by each individual Class Member, are not allowed.

E. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of this Agreement. Any Class Member who fails to submit a valid and timely request for exclusion will be bound by the terms of this Agreement. The Class Administrator will administer the receipt of any and all requests for exclusion.

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

G. In the written objection, the Class Member—subject to the Court’s approval—must: state his or her full name, address, telephone number, and email

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

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

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

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

K. 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 of Class Action Settlement. Under Rule 23(c)(2)(B)(iv) of the Federal Rules of Civil Procedure, the Class Members will be notified that they

may enter an appearance through an attorney at their own expense if the member so desires.

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

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

A. Settlement Fund – Defendant, in consultation with the Class Administrator, will cause to be established a non-reversionary settlement fund of \$16,900.00 (“Settlement Fund”) within 7 days of Final Order Day. Each Participating Class Member will receive a pro-rata portion of the Settlement Fund. The amount of the Settlement Fund is contingent on there being no more than 1,690 potential Class Members, including Plaintiff. If Defendant determines there to be more than 1,690 potential Class Members, Defendant will add \$10.00 to the Settlement Fund for each additional Class Member above 1,690.

Within 21 days of the Final Order Day, the Class Administrator will send via U.S. mail a settlement check for a pro rata portion of the Settlement Fund to each Participating Class Member. Defendant’s obligations pursuant to this paragraph will be considered fulfilled upon the mailing of the settlement checks, regardless of whether any settlement check is received, returned, or cashed, except that the Class

Administrator will be obligated to take reasonable steps to forward all settlement checks returned with a forwarding address, to such forwarding addresses. Each settlement check will be void 90 days after mailing.

To the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), such funds will be paid to RIP Medical Debt as a *cy pres* recipient.

B. Reimbursements to Class Members – Separate and apart from the Settlement Fund, in consultation with the Class Administrator, Defendant will cause to be established a non-reversionary settlement fund of \$2,460.00 (“Reimbursement Fund”) within 7 days of Final Order Day. Each Class Member who made a payment to Defendant, and who does not exclude himself or herself from this settlement, will be reimbursed from the Reimbursement Fund for the full amount paid to Defendant. Defendant will provide the names and last-known addresses of all Class Members who made payments to Defendant to the Class Administrator, in a Microsoft Excel spreadsheet or some other editable format, within five days of the filing of Plaintiff’s unopposed motion for preliminary approval of the class action settlement. At the same time, Defendant will also provide the exact amounts each Class Member paid to it, in which amounts those Class Members will be reimbursed.

Within 21 days of the Final Order Day, the Class Administrator will send via U.S. mail a refund check to each qualifying Class Member who made a payment to

Defendant. Defendant's obligations pursuant to this paragraph will be considered fulfilled upon the mailing of the settlement checks, regardless of whether any settlement check is received, returned, or cashed, except that the Class Administrator will be obligated to take reasonable steps to forward all settlement checks returned with a forwarding address, to such forwarding addresses. Each settlement check will be void 90 days after mailing.

To the extent that any funds remain from the Reimbursement Fund after the void date (from uncashed checks, exclusions, or otherwise), such funds will be paid to RIP Medical Debt as a *cy pres* recipient.

C. Payment to Plaintiff – Separate and apart from the Settlement Fund and Reimbursement Fund, Defendant will pay \$1,000.00 to Plaintiff within 7 days of the Final Order Day for her “additional” damages pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) (“Payment to Plaintiff”).

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

(the “Attorneys’ Fees, Expenses, and Costs of Class Counsel”) will be paid by Defendant separate and apart from the Settlement Fund, Reimbursement Fund, Costs of Settlement Administration (defined below), and Payment to Plaintiff.

Defendant will forward to Class Counsel payment for the attorneys’ fees, costs and expenses approved by the Court no later than 7 days after the date that the order approving such fees, costs, and expenses becomes final. The order awarding Class Counsel its reasonable attorneys’ fees, costs, and expenses becomes final upon the expiration of any available appeal period following entry of said order. Upon payment of the Attorneys’ Fees, Expenses, and Costs of 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 Participating Class Member.

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

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

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

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

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

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

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

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

14. This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing or liability by Defendant or any of the Released Parties. Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members.

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

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

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

18. Any dispute, challenge, or question relating to this Agreement is to be heard only by this Court.

19. The Parties agree that this Court has subject matter jurisdiction over the claims at issue and will request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, and over its administration and enforcement.

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

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

22. This Agreement is deemed to have been drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will be

construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

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

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

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

If to Plaintiff or the Class:

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

If to Defendant:

Lauren M. Burnette
Messer Strickler Burnette, Ltd.
12276 San Jose Blvd., Suite 718
Jacksonville, Florida 32223
lburnette@messerstrickler.com

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


Deloise Guyton (Mar 1, 2022 10:04 EST)

Deloise Guyton

Dated: Mar 1, 2022


Michael Greenwald (Mar 1, 2022 13:25 EST)

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

Dated: Mar 1, 2022

Proposed Class Counsel



Abrahamsen Gindin, LLC

Dated: 03/07/2022



Lauren M. Burnette
Messer Strickler Burnette, Ltd.
12276 San Jose Blvd., Suite 718
Jacksonville, Florida 32223

Dated: March 2, 2022

Counsel for Abrahamsen Gindin, LLC

EXHIBIT B

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA**

Deloise Guyton, on behalf of herself and others: similarly situated,	:	Case No.: 2023-CA-001242
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Abrahamsen Gindin, LLC,	:	
	:	
Defendant.	:	
	:	

AGREED ORDER PRELIMINARILY APPROVING SETTLEMENT

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

NOW, THEREFORE, based upon the Agreement and all of the files, records, and proceedings herein, and it appearing to this Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held, after Notice to the Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Order and Judgment should be entered in this Lawsuit:

IT IS HEREBY ORDERED:

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

Pursuant to Rule 1.220(b)(3) of the Florida Rules of Civil Procedure, the Lawsuit is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following class (hereinafter referred to as the “Class Members”) with respect to the claims asserted in the Lawsuit:

All persons (a) with a Florida address, (b) from whom Abrahamsen Gindin, LLC attempted to collect a consumer debt, (c) between June 24, 2020 and November 30, 2021.

Defendant has identified a total of 1,690 potential Class Members.

Pursuant to Rule 1.220(a)(4), the Court Deloise Guyton as the Class Representative. The Court also appoints Michael L. Greenwald and James L. Davidson of Greenwald Davidson Radbil PLLC as Class Counsel. *See, e.g., Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020) (appointing Greenwald Davidson Radbil PLLC as Class Counsel); *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-2424-T-23JSS, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) (same); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644, 661 (M.D. Fla. 2015) (same).

The Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of (1) the strength of Plaintiff’s case compared to the terms of the proposed settlement; (2) the likely complexity, length and expense of continued litigation; (3) the opinion of competent counsel; and (4) the reasonableness of the settlement in light of the best possible recovery at trial given the cap on statutory damages

under the Fair Debt Collection Practices Act.

A third-party class administrator acceptable to the parties will administer the settlement and notification to Class Members. The Class Administrator will be responsible for mailing the approved class action notice to Class Members and settlement checks to the Participating Class Members. All reasonable costs of notice and administration will be paid by Defendant separate and apart from the Settlement Fund. Upon the recommendation of the parties, the Court appoints the following administrator: Class-Settlement.com.

The Court approves the form and substance of the written notices of the class action settlement, attached to the Addendum to the Agreement as Exhibits D and E. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Rule 1.220(d)(2) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. *See Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (“Under the circumstances of this case, when all class members are known in advance, the Court finds that the method of direct mail notice to each class member’s last known address—and a second notice if the first was returned as undeliverable—was the best practicable notice.”).

The Court finds that the proposed notices are clearly designed to advise the Class Members of their rights. In accordance with the Agreement, the Class Administrator will mail the notice to the Class Members as expeditiously as possible, but in no event later than 21 days after the Court’s entry of this order. The Class Administrator will confirm, and if necessary, update the addresses for the Class Members through standard methodology that the Class Administrator currently uses to update addresses.

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

Any Class Member who desires to be excluded from the Class must send a written request for exclusion to the Class Administrator with a postmark date no later than 60 days after the Court's entry of this order. To be effective, the written request for exclusion must state the Class Member's full name, address, telephone number, and email address (if available), along with a statement that the Class Member wishes to be excluded, and must be signed by the Class Member. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Agreement. Any Class Member who fails to submit a valid and timely request for exclusion will be bound by the terms of the Agreement. No Class Member, or any person acting on behalf of or in concert or participation with any Class Member, may exclude any other Class Member from the class. A Class Member may opt out on an individual basis only. "Mass" or "class" opt-outs, whether submitted by third parties on behalf of a "mass" or "class" of Class Members or multiple Class Members, where no personal statement has been signed by each individual Class Member, are not allowed.

Any Class Member who 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. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel, attention: Michael L. Greenwald, Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, FL 33431; and Counsel for Defendant, Lauren M. Burnette, Messer Strickler Burnette, Ltd., 12276 San Jose Blvd., Suite 718, Jacksonville, Florida 32223.

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) Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member;
- (e) Be sent to Class Counsel and counsel for Defendant at the addresses above by first-class mail, postmarked no later than 60 days after the Court preliminarily approves the settlement;
- (f) Contain the name, address, bar number, and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she must comply with all applicable laws and rules for filing pleadings and documents in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida;
- (g) Identify any documents which such objector desires the Court to consider, including all legal authorities the objector will present at the settlement approval hearing; and
- (h) State whether the objector intends to appear at the settlement approval hearing on his or her own behalf or through counsel.

Any Class Member who has timely filed an objection may appear at the settlement approval hearing, in person or by counsel, to be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the proposed settlement, and on the application for an award of attorneys' fees and costs. Any objection that includes a request for exclusion will be treated as an exclusion.

If the Court grants final approval of the settlement, the Class Administrator will mail a settlement check to each Participating Class Member. Each Participating Class Member will

receive a pro-rata portion of the \$16,900 Settlement Fund. In addition, the Class Administrator will mail a reimbursement check to each Class Member in the amount each such Class Member paid to Defendant. The total amount of reimbursements is \$2,460.

The Court will conduct a hearing (“Final Approval Hearing”) on _____, **2023** at the Fourth Judicial Circuit Court, Duval County Courthouse, 501 W. Adams Street, Jacksonville, FL 32202, to review and rule upon the following issues:

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

Attendance by Class Members at the Final Approval 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 Approval Hearing. The Final Approval Hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

Memoranda in support of the proposed settlement must be filed with the Court no later than 30 days before the Final Approval Hearing. Opposition briefs to any of the foregoing must be filed no later than 14 days before the Final Approval Hearing. Reply memoranda in support of the

foregoing must be filed with the Court no later than 7 days before the Final Approval Hearing.

Memoranda in support of any petitions for attorneys' fees and reimbursement of costs and expenses by Class Counsel, must be filed with the Court no later than 21 days before the deadline for Class Members to claim in to, object to, or exclude themselves from, the settlement. Opposition briefs to any of the foregoing must be filed no later than 21 days thereafter. Reply memoranda in support of the foregoing must be filed with the Court no later than 7 days after the filing of any opposition brief.

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

- A. The Court rejects any material component of the Agreement, including any amendment thereto approved by the Parties; or
- B. The Court approves the Agreement, including any amendment thereto approved by the Parties, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

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

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

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

enforcement of the Agreement.

IT IS SO ORDERED.

Dated:

HONORABLE ROBERT M. DEES
DUVAL COUNTY CIRCUIT COURT

Copies Furnished to:
Electronically Served

Michael Greenwald, mgreenwald@gdrlawfirm.com
James Davidson, jdavidson@gdrlawfirm.com
Lauren M. Burnette, lburnette@messerstrickler.com
John M. Marees II, jmarees@messerstrickler.com

EXHIBIT C

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA**

Deloise Guyton, on behalf of herself and others: similarly situated,	:	Case No.: 2023-CA-001242
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Abrahamsen Gindin, LLC,	:	
	:	
Defendant.	:	

FINAL ORDER AND JUDGMENT

On June 23, 2021, Deloise Guyton (“Plaintiff” or “Class Representative”) filed a class action complaint against Abrahamsen Gindin, LLC (“Defendant”) in the United States District Court, Middle District of Florida, Case No. 3:21-cv-00629-TJC-PDB, asserting class claims under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*

On March 2, 2023, Plaintiff re-filed her class action complaint (hereinafter referred to as the “Lawsuit”) against Defendant in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida.

Defendant denies any and all liability alleged in the Lawsuit.

Plaintiff and Defendant (the “Parties”) entered into a written Class Action Settlement Agreement (the “Agreement”), which is subject to review under Rule 1.220 of the Florida Rules of Civil Procedure.¹

On March __, 2023, the Parties filed the Agreement, along with Plaintiff’s Unopposed Renewed Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval

¹ All capitalized terms have the meanings defined herein and/or in the Agreement.

Motion”).

On _____, upon consideration of Plaintiff’s Preliminary Approval Motion and the record, the Court entered an Order of Preliminary Approval of Class Action Settlement (hereinafter referred to as the “Preliminary Approval Order”). Pursuant to the Preliminary Approval Order, the Court, among other things, (i) preliminarily 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 Plaintiff as the Class Representative; (iv) appointed Michael L. Greenwald and James L. Davidson of Greenwald Davidson Radbil PLLC as Class Counsel; and, (v) set the date and time of the Final Approval Hearing.

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

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

The Parties now request final certification of the settlement class under Rule 1.220(b)(3) of the Florida Rules of Civil Procedure and final approval of the proposed class action settlement.

The Court has read and considered the Agreement, Motion for Final Approval, and the record of these proceedings.

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

CLASS MEMBERS – Pursuant to Rule 1.220(b)(3) of the Florida Rules of Civil Procedure, 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) from whom Abrahamsen Gindin, LLC attempted to collect a consumer debt, (c) between June 24, 2020 and November 30, 2021.

Defendant has identified a total of 1,690 potential Class Members.

CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – Pursuant to Rule 1.220(a)(4), the Court certifies Deloise Guyton as the Class Representative and Michael L. Greenwald of Greenwald Davidson Radbil PLLC as Class Counsel. *See, e.g., Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020) (appointing Greenwald Davidson Radbil PLLC as Class Counsel); *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-2424-T-23JSS, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) (same); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644, 661 (M.D. Fla. 2015) (same).

NOTICES TO THE CLASS – Pursuant to the Court’s Preliminary Approval Order, the approved class action notices were mailed. The form and method for notifying the Class Members of the settlement and its terms and conditions were in conformity with this Court’s Preliminary Approval Order and satisfied the requirements of Rule 1.220(d)(2) and due process, and constituted the best notice practicable under the circumstances. The Court finds that the notice was clearly designed to advise the Class Members of their rights.

FINAL CLASS CERTIFICATION – The Court finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Rule 1.220(b)(3) 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 interest of the Class Members, especially in light of the benefits to the Class Members; the strength of the Plaintiff's case; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; and, the limited amount of any potential total recovery for the class given the net worth of Defendant and the cap on damages imposed by the FDCPA.

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

1. **Settlement Fund** – Defendant will establish a \$16,900 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 RIP Medical Debt as the *cy pres* recipient.

3. Reimbursements to Class Members – Separate and apart from the Settlement Fund, Defendant will cause to be established a non-reversionary reimbursement fund of \$2,460.00 (“Reimbursement Fund”). Each Class Member who made a payment to Defendant, and who did not exclude himself or herself from this settlement, will be reimbursed from the Reimbursement Fund for the full amount paid to Defendant.

4. Statutory Award to Plaintiff – Plaintiff will receive from Defendant the sum of \$1,000.00 for her “additional damages” pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) (“Statutory Award to Plaintiff”). This payment will be separate and apart from the Settlement Fund and her pro-rata share of the same.

5. Attorneys’ Fees Expenses, and Costs of Class Counsel: Defendant will pay Class Counsel the total sum of _____ for their reasonable attorneys’ fees, costs and expenses (“Attorneys’ Fees, Expenses, and Costs of Class Counsel”), separate and apart from the Settlement Fund, Reimbursement Fund, the Statutory Award to Plaintiff, and any Settlement Administration Costs; and

6. Settlement Notice and Administration: Separate from the Settlement Fund, the Statutory Award to Plaintiff, and the Attorneys’ Fees, Expenses, and Costs of Class Counsel, 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. ____ Class Members objected to the settlement. ____ Class Members excluded themselves from the settlement. The names of the Class Members who excluded themselves from the settlement are _____. This Order is binding on all Class Members who did not exclude themselves from the settlement.

RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT – Plaintiff, Class Members,

and their 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, discharged, by virtue of these proceedings and this order.

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

IT IS SO ORDERED.

Dated:

HONORABLE ROBERT M. DEES
DUVAL COUNTY CIRCUIT COURT

Copies Furnished to:
Electronically Served

Michael Greenwald, mgreenwald@gdrlawfirm.com
James Davidson, jdavidson@gdrlawfirm.com
Lauren M. Burnette, lburnette@messerstrickler.com
John M. Marees II, jmarees@messerstrickler.com

EXHIBIT D

What is this lawsuit about? Deloise Guyton sued Abrahamsen Gindin, LLC (“Defendant”) alleging that Defendant attempted to collect debts from consumers in Florida even though Defendant was not registered as a consumer collection agency with the State of Florida Office of Financial Regulation. Ms. Guyton alleged that Defendant’s conduct violated the federal Fair Debt Collection Practices Act (“FDCPA”). Defendant denies the allegations, including that it violated the FDCPA.

Why did you receive this notice? You received this notice because Defendant identified you as a potential member of the settlement class, which consists of persons with a Florida address from whom Abrahamsen Gindin, LLC attempted to collect a consumer debt between June 24, 2020 and November 30, 2021.

What does the settlement provide? First, Defendant will pay \$16,900 (the “Settlement Fund”), which will cover payments, on a pro rata basis, to those class members who make a timely and valid claim. Second, Defendant will pay \$2,460 (the “Reimbursement Fund”), from which class members who made payments to Defendant, and who do not exclude themselves from the settlement, will be reimbursed, in full, regardless of whether they submit a claim. Then, separate from the Settlement Fund and Reimbursement Fund, Defendant also will pay: (1) the costs and expenses of administrating the class action settlement; (2) \$1,000 to Ms. Guyton; and (3) an award of attorneys’ fees and expenses not to exceed \$55,000 in total to counsel for Plaintiff, subject to court approval. Class Counsel estimates that each person who participates in the settlement by submitting a timely and valid claim will receive between \$50 and \$150 from the Settlement Fund. Participating Class Members may receive more or less money depending on the number of persons who choose to participate.

What are my legal rights and options? As a class member, you have four options. First, you may timely complete and return the claim form found on the backside of this postcard, in which case you will receive a share of the Settlement Fund, and you will release any claim(s) that you have against Defendant related to the claims in this case. Second, you may do nothing, in which case you will not receive a share of the Settlement Fund, but you will release any claim(s) that you have against Defendant related to the claims in this case. Whether you submit a claim or not, you will be reimbursed for any payments you made to Defendant as long as you do not exclude yourself from the settlement. Third, you may exclude yourself from the settlement, in which case you will not receive a share of the settlement fund, but you will not release any claim(s) that you have against Defendant. And fourth, you may object to the settlement. To obtain additional information regarding the manner in which you may exercise your legal rights and options, you can review the long-form settlement notice for this case at www.gdrlawfirm.com/Guyton, or contact the class administrator by writing to: Class-Settlement.com, c/o/ _____. The deadline to submit a claim, object to the settlement, or exclude yourself is _____.

When is the final fairness hearing? The Court will hold a final fairness hearing on _____, 2023, at _____. The hearing will take place in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida, 501 W. Adams Street, Jacksonville, FL 32202. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

Front Inside

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

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

Guyton v. Abrahamsen Gindin, LLC
Case No. 2003-CA-001242, in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County

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

Guyton v. Abrahamsen Gindin, LLC

c/o _____

Pre-paid
postage

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID >>

<<Name >>

<<Address >>

<<City >>, <<State >> <<Zip >>

Front Outside

Carefully separate at perforation

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,
IN AND FOR DUVAL COUNTY, FLORIDA

Guyton v. Abrahamsen Gindin, LLC
Case No. 2023-CA-001242

CLAIM FORM

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

Name/Address Changes:

I am a person in Florida from whom Abrahamsen Gindin, LLC attempted to collect a consumer debt between June 24, 2020 and November 30, 2021. I wish to participate in this settlement.

Bottom Inside

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

Signature: _____ Date: _____

To Receive A Payment You Must Sign, Date And Mail This Claim Form,
Postmarked On Or Before _____

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

Bottom Outside

Please Affix
Postage Here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Guyton v. Abrahamsen Gindin, LLC

EXHIBIT E

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT, IN AND FOR DUVAL
COUNTY, FLORIDA**

Deloise Guyton, on behalf of herself and others: similarly situated,	:	Case No.: 2023-CA-001242
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Abrahamsen Gindin, LLC,	:	
	:	
Defendant.	:	

NOTICE OF CLASS ACTION SETTLEMENT

You have been identified by Abrahamsen Gindin, LLC as a potential member of a class.

A Court authorized this Notice. This is not a solicitation from a lawyer, and you are not being sued.

IF ABRAHAMSEN GINDIN, LLC SENT YOU A DEBT COLLECTION LETTER BETWEEN JUNE 24, 2020 AND NOVEMBER 30, 2021, IN CONNECTION WITH THE COLLECTION OF A CONSUMER DEBT, YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

- A consumer sued Abrahamsen Gindin, LLC (“Defendant”) alleging that Defendant sent debt collection letters to consumers that violated the federal Fair Debt Collection Practices Act (“FDCPA”). Defendant expressly denies any liability, or that it violated the FDCPA, but has agreed to a settlement to avoid the expense and uncertainty of continued litigation;
- A settlement will provide \$16,900 (the “Settlement Fund”) to fully settle and release claims of a class of persons to whom Defendant mailed a debt collection letter between June 24, 2020 and November 30, 2021, in connection with the collection of a consumer debt.
- The Settlement Fund will be used to pay pro-rata settlement payments to class members who submit a valid and timely claim.
- In addition, Defendant will provide \$2,460 (the “Reimbursement Fund”), from which class members who made payments to Defendant will be reimbursed, in full. Class members need not submit a claim form to receive their reimbursement.
- Defendant, subject to the Court’s approval, will separately pay Class Counsel’s reasonable attorneys’ fees, expenses, and costs, the costs of notice and administration of the settlement, and an additional payment to the Class Representative.
- Your legal rights are affected, and you now have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

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

- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still must decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.
- **Any questions? Read on.**

1. Why should I read this Notice?

If Defendant attempted to collect a consumer debt from you in Florida between June 24, 2020 and November 30, 2021, this settlement may affect you. The lawsuit is known as *Deloise Guyton v. Abrahamsen Gindin, LLC*, Case No. 2003-CA-001242, and is pending in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida.

2. What is this lawsuit about?

Ms. Guyton filed this lawsuit against Defendant alleging that Defendant attempted to collect debts from consumers in Florida even though Defendant was not registered as a consumer collection agency with the State

of Florida Office of Financial Regulation. Ms. Guyton alleged that Defendant’s conduct violated the FDCPA. Defendant denies the allegations.

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

In a class action lawsuit, one or more people called “Class Representatives” file a lawsuit on behalf of other people who have similar claims. In this case, the Class Representative is Ms. Deloise Guyton. The people together are a “Class” or “Class Members.” The entity that the Class Representative sued—Abrahamsen Gindin, LLC—is called the “Defendant” in this case. The Court accordingly resolves the claims for all Class Members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided, for settlement purposes, that this lawsuit can be certified as a class action because it meets the requirements of the Florida Rules of Civil Procedure, which govern class actions in Florida courts. Specifically, the Court found that:

- The Class Members are so numerous and geographically dispersed that joinder of all of them is impracticable;
- There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- Ms. Guyton’s claims are typical of the claims of the Class Members;
- Ms. Guyton and Class Counsel will fairly and adequately represent and protect the interests of all the Class Members; and
- Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

5. Why is there a settlement?

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

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

Defendant’s records indicate that you may be a member of the class. You need to determine whether you are affected by this lawsuit. The class is defined as “All persons (a) with a Florida address, (b) from whom Abrahamsen Gindin, LLC attempted to collect a consumer debt, (c) between June 24, 2020 and November 30, 2021.”

7. Do I have lawyers in this case?

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

8. How will class counsel be paid?

Class Counsel will ask the Court to approve the payment of their attorneys' fees, litigation costs and expenses up to \$55,000 in total. The fees will compensate Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and obtaining approval of the settlement. The Court may award less than the amount sought by Class Counsel. Any attorneys' fees and costs awarded to Class Counsel will be paid separate and apart from the Settlement Fund and thus will not diminish the Settlement Fund or Class Members' payments from the Settlement Fund.

9. What does the settlement provide?

Defendant has agreed to reimburse all monies paid to it by Class Members, in the total amount of \$2,460.00. All Class Members who do not exclude themselves from this settlement, and who made a payment to Defendant, will receive a check in the amount they paid. Class Members will not need to submit a claim or take any additional action to receive their reimbursement.

In addition, Defendant will separately pay \$16,900 into a fund, which will be divided equally among all Participating Class Members who submit a timely and valid claim and who did not elect to exclude themselves from the Settlement.

Separate from the Settlement Fund and the reimbursement payments, Defendant will pay: (1) the costs and expenses of administrating the class action settlement; (2) \$1,000 to the Class Representative; and (3) an award of attorneys' fees, litigation costs and expenses not to exceed \$55,000 to Class Counsel, subject to court approval.

10. How much will my payment be?

Class Counsel estimates that your share of the Settlement Fund will be between \$50 and \$150. Your share of the Settlement Fund ultimately may be more or may be less, depending on how many other people participate in the Settlement Fund by returning valid claims.

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

No. This settlement does **not** impact any debt that Defendant is collecting from you or has attempted to collect from you. In other words, this settlement does not relieve you of any obligation to pay any debt owed, assuming you otherwise owe the debt.

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

Unless you exclude yourself from the settlement, you will be part of the class, which means you give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Claims as defined in the Agreement. Giving up your legal claims is called a "release." Unless you exclude yourself from the settlement, you will release Defendant, and each of its past, present, and future directors, officers,

employees, agents, representatives, partners, principals, clients, insurers, co-insurers, re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company, from all claims under the FDCPA arising out of the mailing of a written communication sent by Defendant to Class Members between June 24, 2020 and November 30, 2021. For more information on the release, Released Parties, and Released Claims, you may view a copy of the settlement agreement at www.gdrlawfirm.com/Guyton.

13. How can I get a settlement award?

To qualify for a payment, you must mail a claim form, postmarked no later than _____, to Class-Settlement.com _____ . Read the instructions carefully.

14. How do I get out of the settlement?

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

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

You must mail your exclusion request postmarked no later than _____ to the following address:

Class-Settlement.com / _____ – Guyton

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

If you are a Class Member, you can object to the settlement or any part of the settlement that you do not believe is fair, reasonable, and adequate.

To object, you must file a written objection with the Court and send said written objection via first-class mail to both attorneys listed below, and to the Court, **postmarked no later than _____**. In order for your written objection to be effective, it must: (a) contain a heading which includes the name of the case and case number; (b) include your full name, address, telephone number and email address (if available); (c) state the grounds for objection, as well as identify any documents that you desire the Court to consider, including proof that you are a Class Member and all legal authorities you intend to present at the settlement fairness hearing, and (d) state whether you intend to appear at the final fairness hearing on your own or through counsel.

Michael L. Greenwald
James L. Davidson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Class Counsel

Lauren M. Burnette
Messer Strickler Burnette, Ltd.
12276 San Jose Blvd., Suite 718
Jacksonville, FL 32223
Counsel for Defendant

Clerk of the Court
Fourth Judicial Circuit Court
Duval County Courthouse
501 W. Adams Street
Jacksonville, FL 32202

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

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

17. What happens if I do nothing at all?

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

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

The Court will hold a Final Fairness Hearing at _____ on _____, at the Fourth Judicial Circuit Court, Duval County Courthouse, 501 W. Adams Street, Jacksonville, FL 32202. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate, hear any objections to the settlement, and consider whether final approval of the settlement should be granted. The Court may also decide how much to award to Class Counsel in attorneys' fees, costs, and expenses.

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

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 15 above. You cannot speak at the hearing if you excluded yourself from the settlement.

20. Is this the entire settlement agreement?

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

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