

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

MELVIN CORNELIUS, on behalf of himself
and others similarly situated,

Plaintiff,

v.

DEERE CREDIT SERVICES, INC.,

Defendant.

Case No.: 4:24-cv-25-RSB-CLR

**ORDER CONDITIONALLY CERTIFYING CLASS
AND PRELIMINARILY APPROVING SETTLEMENT**

This matter came before the Court on Plaintiff's Initial and Amended Motion for Preliminary Approval (the "Motion") of the proposed class action settlement (the "Settlement") of the above-captioned case. Based on this Court's review of the Motion, the Parties' Settlement Agreement and Release and Addendum thereto (the "Agreement"), all other matters in the record and the supporting memorandum of counsel, the Court **GRANTS** the Motion, (docs. 25 & 28), and HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Settlement Class with respect to the matters ordered herein.
3. Preliminary Approval of Proposed Agreement. Pursuant to Rule 23(e)(1)(B), the Court has reviewed the Settlement as set forth in the Agreement and finds that the Court will likely be able to approve the Settlement pursuant to the standards set forth in Rule 23(e)(2) and will likely be able to certify the class for purposes of a judgment on the Settlement because: (a)

the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) with respect to the forms of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration, that notice is appropriate and warranted, meets the requirements of Rule 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons and entities entitled to the notice.

4. Therefore, the Court grants preliminary approval of the Settlement, and directs notice to be given as set forth herein.

5. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant, through a settlement administrator, will cause to be served written notice of the proposed class settlement on the United States Attorney General and the Attorneys General of each state in which any member of the Settlement Class resides.

6. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class: "All persons throughout the United States (1) to whom Deere Credit Services, Inc. placed a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a Deere Credit Services, Inc. customer or accountholder, (3) in connection with which Deere Credit Services, Inc. used an artificial or prerecorded voice, (4) from February 2, 2020 through June 25, 2024."

7. In connection with this conditional certification, the Court makes the following preliminary findings:

(a) The Settlement Class appears to be so numerous that joinder of all members

is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) Plaintiff's claims appear to be typical of the claims being resolved through the Settlement;

(d) Plaintiff appears to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Agreement is fair, reasonable and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of the Settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

8. Class Representative. The Court appoints Plaintiff to act as class representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9. Class Counsel. The Court hereby appoints The Koval Firm, LLC, Paronich Law, P.C. and Greenwald Davidson Radbil PLLC as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

10. Settlement Administrator. Verita Global is hereby appointed as the Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator as set forth in the Agreement and this Order.

11. Class Notice. The Court approves the proposed plan for giving notice to the

Settlement Class directly (using e-mail and postcards) and establishment of a Settlement Website, as more fully described in Plaintiff's Motion and the Agreement ("Notice Plan"). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitutes the best notice practicable under the circumstances. Performing reverse look ups of potentially affected cellular telephone numbers, and then sending notice to persons identified through the reverse look-up process, is industry standard in TCPA class actions involving calls to allegedly wrong or reassigned cellular telephone numbers, and is proper here. The Court additionally finds that the proposed notices are clearly designed to advise the members of the Settlement Class of their rights. The Court hereby directs the Parties and the Settlement Administrator to cause notice to issue on or before **November 11, 2024** ("Notice Deadline") and in accordance with the terms of the Settlement Agreement. Notwithstanding anything else in the Notice Plan, the Settlement Website shall be established not later than 45 days after entry of this Preliminary Approval Order.

12. The Settlement Administrator will file with the Court by no later than 60 days after the Notice Deadline, proof that notice was provided in accordance with the Agreement and this Order.

13. Final Approval Hearing. At **10:00 a.m. on February 12, 2025**, in the Third Floor Courtroom of the **Savannah Annex Courthouse, 124 Barnard Street, Savannah, GA**, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied in the Agreement should be granted, and (b) Class Counsel's application for attorneys' fees and expenses should be granted, and in what amount. No later than thirty (30) days after the Notice Deadline, Plaintiff must file papers in support of Class Counsel's

application for attorneys' fees and expenses and the service awards to Plaintiff. No later than fourteen (14) days prior to the Final Approval Hearing, papers in support of final approval of the Settlement and response to any written objections must be filed.

14. Opt-Out and Objection Deadline. Persons in the Settlement Class who wish to either object to the Settlement or request exclusion from the Settlement Class must do so by **January 10, 2025**. Persons in the Settlement Class may not both object and opt-out. If a person both requests to opt-out and objects, the request to opt-out will control. However, if a class member objects and, after the objection is resolved, seeks to opt-out, the Court may permit withdrawal in the exercise of its discretion.

15. Exclusion from the Settlement Class. To request exclusion from the Settlement Class, a person in the Settlement Class must follow the directions in the Class Notice and send a compliant request to the Settlement Administrator at the address designated in the Class Notice by the Opt-Out and Objection Deadline. Exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; (c) include the telephone number called by DCSI; and (d) include the following statement, or a statement materially similar to: "I request to be excluded from this action." No request for exclusion will be valid unless all of the foregoing information is included or the Court finds the exclusion to be valid in the exercise of its discretion for good cause shown. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

16. The Settlement Administrator will retain a copy of all requests for exclusion. Not later than **January 29, 2025**, which is 14 days prior to the Final Fairness Hearing, the Settlement

Administrator will file with the Court a declaration that lists all of the exclusion requests received.

17. If a timely and valid exclusion request is made by a person in the Settlement Class, then the Agreement and any determinations and judgments concerning the Settlement will not bind the excluded person.

18. All non-excluded Settlement Class Members will be bound by all determinations and judgments concerning the Settlement.

19. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions below and in the Class Notice and file a written objection with the Court (sending a copy to counsel as set forth below) by the Opt-Out and Objection Deadline. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the cellular telephone number called; (b) include a statement of such Settlement Class Member's specific objections; and (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider. The Court may, in its discretion, not consider an objection unless the objection includes all of the foregoing information.

20. All Settlement Class Members who wish to receive a Settlement Award must submit a claim not later than **January 25, 2025**, which is 75 calendar days after the Notice Deadline, in the manner set forth in the Settlement Agreement and the Notice Program.

21. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel

arbitration or otherwise asserted at any other stage of the Action or in any other proceeding.

22. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class.

23. Stay: All proceedings in this Action will be stayed following entry of this Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all Settlement Class Members and any person or entity allegedly acting on behalf of Settlement Class Members, either directly, representatively or in any other capacity, will be preliminarily enjoined from: (1) commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; and (2) organizing any Settlement Class Members into a separate class, or soliciting the participation of other Settlement Class Members, for purposes of pursuing as a purported class action any lawsuit in any jurisdiction (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on the claims and causes of action in the Action and/or the Released Claims. However, Settlement Class Members will not be precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Action or class action settlement.

24. Schedule of Future Events. Accordingly, the following are the deadlines by which

certain events must occur:

| Date | Deadline |
|--------------------------|--|
| November 11, 2024 | Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline) |
| December 11, 2024 | Deadline for filing of Plaintiff's Motion for Attorneys' Fees and Costs |
| January 10, 2025 | Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline) |
| January 25, 2025 | Deadline for Settlement Class Members to Submit a Claim Form (Claim Deadline) |
| January 29, 2025 | Deadline for Parties to file the following: (1) List of persons who made timely and proper requests for exclusion; and (2) Motion and memorandum in support of final approval, including responses to any objections. |
| February 12, 2025 | Final Approval Hearing |

SO ORDERED, this 25th day of September, 2024.



R. STAN BAKER, CHIEF JUDGE
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF GEORGIA