

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

EDITH O. BALDWIN, on behalf of herself	)	
and others similarly situated,	)	
	)	Civil Action No.: 3:15-cv-00490-HEH
Plaintiff,	)	
	)	
v.	)	
	)	
GLASSER & GLASSER, P.L.C.,	)	
	)	
Defendant.	)	
_____	)	

**DECLARATION OF JESSE S. JOHNSON IN SUPPORT OF PLAINTIFF’S  
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

I, Jesse S. Johnson, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. My name is Jesse S. Johnson.
  
2. I am over twenty-one years of age, and am fully competent to make the statements contained in this Declaration. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.
  
3. I am an associate at the law firm of Greenwald Davidson Radbil PLLC, counsel for Edith O. Baldwin (“Plaintiff”) and the proposed class in the above-entitled action. I graduated from the University of Florida in 2005 and from the University of Florida Fredric G. Levin College of Law in 2009. I have extensive experience litigating consumer protection and securities fraud class actions, including class actions brought under the Fair Debt Collection Practices Act (“FDCPA”).
  
4. Greenwald Davidson Radbil PLLC has been appointed class counsel in numerous class actions throughout the country, including those brought under the FDCPA. *See, e.g., McWilliams v. Advanced Recovery Sys., Inc.*, --- F.R.D. ----, 2015 WL 6686211, at \*2 (S.D. Miss.

Nov. 3, 2015); *Oaks v. Parker L. Moss, P.C.*, No. 3:15-CV-00196-CAN, 2015 WL 5737595, at \*1 (N.D. Ind. Sept. 29, 2015); *Jones v. I.Q. Data Int'l, Inc.*, No. 1:14-cv-00130-PJK-GBW, 2015 WL 5704016, at \*2 (D.N.M. Sept. 23, 2015); *Whitford v. Weber & Olcese, P.L.C.*, No. 1:15-cv-400, 2015 WL 5607659, at \*2 (W.D. Mich. Sept. 21, 2015); *Lambeth v. Advantage Fin. Servs., LLC*, No. 1:15-cv-33-BLW, 2015 WL 4624008 (D. Idaho Aug. 3, 2015); *Prater v. Medicredit, Inc.*, No. 4:14-cv-00159-ERW, 2015 WL 4385682 (E.D. Mo. July 13, 2015); *Rhodes v. Olson Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096, 1115 (D. Colo. Mar. 13, 2015); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644, 661 (M.D. Fla. 2015); *Gonzalez v. Dynamic Recovery Solutions, LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329, at \*2 (S.D. Fla. Feb. 23, 2015); *Esposito v. Deatrick & Spies, P.S.C.*, No. 13-1416, 2015 WL 390392, at \*2 (N.D.N.Y. Jan. 28, 2015); *Green v. Dressman Benzinger Lavelle, PSC*, No. 14-00142, 2015 WL 223764, at \*2 (S.D. Ohio Jan. 16, 2015); *Donnelly v. EquityExperts.org, LLC*, No. 13-10017, 2015 WL 249522, at \*2 (E.D. Mich. Jan. 14, 2015); *Ritchie v. Van Ru Credit Corp.*, No. 12-01714, 2014 WL 3955268, at \*2 (D. Ariz. Aug. 13, 2014); *Hunter v. Nicholas Fin. Corp.*, No. 0:13-cv-61126-DMM, Doc. 32 (S.D. Fla. Apr. 28, 2014); *White, et al. v. Scott E. Alexander*, No. 3:12-cv-06050-RBL (W.D. Wash. Feb. 28, 2014); *Sharf v. Fin. Asset Resolution, LLC*, 295 F.R.D. 664, 671 (S.D. Fla. 2014).

5. Prior to joining Greenwald Davidson Radbil PLLC, I spent five years as a litigator at Robbins Geller Rudman & Dowd LLP—the nation’s largest plaintiff’s class action firm. My practice there focused on complex class actions, including securities, corporate governance, and consumer fraud litigation.

6. More information about my practice is available on Greenwald Davidson Radbil PLLC’s website, [www.gdrllawfirm.com](http://www.gdrllawfirm.com).

7. I submit this Declaration in support of Plaintiff's unopposed motion for preliminary approval of the class action settlement reached by the parties.

8. This settlement results in payments to class members in excess of the cap on statutory damages imposed by the FDCPA. Moreover, Glasser & Glasser, P.L.C. ("Defendant") has provided written assurance that it no longer uses the form debt collection letter received by Plaintiff and which gave rise to this action. Defendant's change in business practice will benefit not only Plaintiff and the class, but all consumers from whom Defendant attempts to collect debts in the future.

9. The settlement also requires direct mail notice to each class member to apprise them of this settlement and of their rights in connection herewith. Significantly, class members will not be required to submit a claim form or provide any other documentation to receive a \$15.00 cash payment.

10. Given the favorable 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 this settlement to be fair, reasonable, and adequate, and that it should be preliminarily approved by the Court.

11. Attached hereto is a true and correct copy of the settlement agreement and its exhibits:

Exhibit A: Notice to the Class

Exhibit B: [Proposed] Order of Preliminary Approval of Class Action Settlement

Exhibit C: [Proposed] Order of Final Approval of Class Action Settlement

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

Executed on November 23, 2015.

By: /s/ Jesse S. Johnson  
Jesse S. Johnson

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

EDITH O. BALDWIN, on behalf of herself	)	
and others similarly situated,	)	
	)	Civil Action No.: 3:15-cv-00490-HEH
Plaintiff,	)	
	)	
v.	)	
	)	
GLASSER & GLASSER, P.L.C.,	)	
	)	
Defendant.	)	
_____	)	

**CLASS ACTION SETTLEMENT AGREEMENT**

The parties to this Class Settlement Agreement (“Agreement”) are Plaintiff EDITH O. BALDWIN (“BALDWIN” or “Plaintiff”), individually and on behalf of the class defined below in Section F, and Defendant GLASSER AND GLASSER, P.L.C. (“Defendant”), as listed below in Section E.

**RECITALS**

**A. Case, Parties and Nature of the Litigation**

BALDWIN, individually and on behalf of a class, filed the above-captioned action in the United States District Court for the Eastern District of Virginia (the “Litigation”). In her Complaint, Plaintiff claims that Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”), by sending an initial debt collection letter that failed to inform Plaintiff that Defendant need only have mailed verification of Plaintiff’s alleged debt, or a copy of the judgment, to her if she disputed the debt in writing.

The parties have reached a settlement of all claims raised in the Litigation.

**B. Compromise of Disputed Claims**

1. Defendant denies liability to Plaintiff and the Class (defined below in Section F) for the claims alleged, but considers it desirable that the Litigation and the claims alleged therein be settled upon the terms and conditions set forth in this Agreement, in order to avoid further expense and burdensome, protracted litigation, and to put to rest all claims, known or unknown, that have been or might be asserted by Plaintiff or the Class members against Defendant.

2. Plaintiff, fully believing that Defendant violated the FDCPA, desires to settle her claims against Defendant, having taken into account through her counsel the risks, delay and difficulties involved in establishing a right to recovery in excess of that offered by this settlement and the likelihood that the litigation will be further protracted and expensive.

3. Class Counsel (defined below in Section G) has investigated the facts available to them and the applicable law.

4. Based on the foregoing, and upon an analysis of the benefits which this Agreement affords the Class, Class Counsel consider it to be in the best interest of the Class to enter into this Agreement.

5. In consideration of the foregoing and other good and valuable consideration, Plaintiff, Class Counsel, and Defendant stipulate and agree that the claims of the named Plaintiff and the Class against Defendant in the Litigation should be and are hereby compromised and settled, subject to the approval of this Court, upon the following terms and conditions.

**C. Effective Date**

This Agreement shall become effective (hereinafter the “Effective Date”) thirty-five (35) days after this Court’s entry of a final order approving this Agreement as fair, reasonable and adequate to the Class; or if an appeal has been sought, the expiration of five (5) days after the

disposition of any such appeal from any such order, which disposition approves the Court's final order approving the Agreement. The parties shall each bear their own costs and expenses in responding to any appeal taken from the final approval order. The parties waive their rights to appeal from any final order entered in accordance with the terms of this Agreement.

**D. Class Representatives**

The "Plaintiff" and Class Representative is EDITH O. BALDWIN.

**E. The Defendant**

The "Defendant" is GLASSER AND GLASSER, P.L.C.

**F. The Class**

The parties stipulate to the certification of a class for settlement purposes only. The Class is defined as follows:

(a) All persons with a Virginia or Maryland address, (b) to whom Glasser and Glasser, P.L.C. mailed an initial debt collection communication that stated: "If you notify this firm within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you," (c) between August 19, 2014 and August 19, 2015, (d) in connection with the collection of a consumer debt on behalf of Bank of America, N.A.

Defendant represents that there are 814 members of the Class as defined above, including Plaintiff.

**G. Class Counsel**

"Class Counsel" is Greenwald Davidson Radbil PLLC.

**H. Relief to Plaintiff and the Class**

1. No later than five (5) days after the Effective Date, Defendant shall pay \$1,000 in statutory damages to Plaintiff in settlement of her individual claims and an additional \$500 to

Plaintiff in recognition of her services as Class Representative, subject to court approval, for a total sum of \$1,500.

2. Defendant agrees to create a common fund in the amount of \$12,210.00, which constitutes \$15 for each Class member. Should Defendant discover additional Class members, the common fund will be increased by \$15 per additional Class member. The common fund will be distributed, on a prorated basis, to each Class member who does not exclude himself or herself from the settlement. The settlement checks shall be sent via U.S. mail no later than 15 days after the Effective Date. Defendant's obligation under 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 all checks returned with a forwarding address will be forwarded accordingly.

3. Any amount that remains undistributed to Class members after the deadline has expired for Class members to cash their settlement checks ("Void Date") shall be donated to Central Virginia Legal Aid Society as a *cy pres* recipient of 75% of undistributed funds and Maryland Volunteer Lawyers Service as a *cy pres* recipient of 25% of undistributed funds.

4. The Void Date shall be 90 days from the date the checks are mailed to class members.

5. Change in Conduct: Defendant affirms that, as of February, 2015, it no longer uses the exact language described in paragraph number 26 of Plaintiff's Complaint (Docket No. 1) in its initial debt collection letters sent to consumers.

#### **I. Release**

1. **Release by Plaintiff.** As consideration for this Agreement, as of the Effective Date, Plaintiff releases and forever discharges Defendant, and its past, present or former parents,

officers, directors, partners, members, principals, employees, agents, servants, predecessors, successors, subsidiaries, affiliates, shareholders, heirs, executors, trustees, attorneys, personal and legal representatives, beneficiaries, divisions, administrators, insurers, and assigns (“Released Parties”) of and from all claims related to the subject of this action, including, but not limited to, any claims related to collection and credit reporting activity that occurred from the beginning of time up through and including the date of the execution of this Agreement by Plaintiff. This release does not limit or foreclose any defenses Plaintiff may have regarding the underlying debt Defendant sought to collect.

Plaintiff and her counsel expressly acknowledge and agree that Bank of America, N.A. shall be considered a Released Party as defined in this section of the Agreement.

2. **Release by the Class.** Each Class member not opting out, as of the Effective Date, releases and forever discharges the Released Parties of and from all causes of action, suits, claims, demands, liabilities, judgments, debts, charges, and damages, including any indemnity claims for payment of attorney’s fees and costs, arising out of the following language in Defendant’s initial debt collection letters from August 19, 2014 through August 19, 2015: “If you notify this firm within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you.” Excluded from this release are any and all claims and defenses that Class members could assert against the Released Parties for lawsuits filed by the Released Parties against Plaintiff or Class members.

Plaintiff and her counsel expressly acknowledge and agree that Bank of America, N.A. shall be considered a Released Party as defined in this section of the Agreement.

3. These releases are conditioned upon the approval of the Agreement and Final



Approval of the settlement by the Court and Defendant meeting its obligations therein.

4. Nothing herein shall prevent Defendant from continuing to attempt to collect any remaining debts allegedly owed by the Class members, nor will it prevent Plaintiff and Class members from asserting any defenses they have to the debts. In particular, Plaintiff and Class members do not release any claims or defenses they may have regarding (1) whether any debt is in fact owed, (2) the crediting of payments on any debt, or (3) the proper reporting of any debts to credit bureaus. Class members also do not release any right to move to vacate judgments or orders entered against them, or claims that seized assets are exempt.

5. If this Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.

**J. Attorneys' Fees, Notice Costs and Related Matters**

1. Defendant agrees not to oppose Plaintiff's request for attorneys' fees and expenses in an amount under \$15,000. If Plaintiff requests more than \$15,000 in attorneys' fees and expenses, Defendant may oppose any amount over \$15,000. Plaintiff may petition for more attorneys' fees and expenses, but not in an amount to exceed \$35,000. Any fee or expense award is subject to Court approval. Plaintiff shall file her motion for attorneys' fees and expenses no later than twenty-eight (28) days prior to the final fairness hearing.

2. Separate and apart from any monies to be paid to Plaintiff, the Class, or for attorneys' fees and expenses, Defendant will bear the costs of notice and settlement administration, and use First Class, Inc. ("Administrator") to handle the class notice and administration.

3. Defendant will maintain a list of Class members and account numbers that identifies the accounts subject to the settlement and the release for a period of two years after the entry of the Final Approval Order.

**K. Notice.**

Administrator will cause notice to be provided to the Class by U.S. Mail. Administrator shall, within 20 days of entry of the Preliminary Approval Order, cause actual notice, in the form of Exhibit A, to be sent to the last known addresses of the Class members, according to Defendant's records. Exhibit A shall be sent to all Class members and shall not include a claim form. Each notice shall be sent with a request for forwarding addresses. In the event that a notice is returned as undeliverable and a forwarding address is provided, Administrator shall forward any such returned notice to the address provided as soon as practicable. Class members shall have 60 days from the entry of the Preliminary Approval Order to opt-out or object to the settlement. In order for the opt-out or request for exclusion to be deemed valid, the Class member must set forth his or her full name, address, and telephone number, along with a statement that he or she wishes to be excluded. In order for an objection to the settlement to be valid, it must be filed with the Court within 60 days from the entry of the Preliminary Approval Order, and must be served upon counsel for Plaintiff and counsel for Defendant. Any objection must state the reasons for the objection and state whether the objector intends to appear at the final fairness hearing and, if so, whether the objector intends to appear through counsel.

**L. Preliminary approval.**

1. As soon as practicable after execution of the Agreement, Plaintiff shall file an unopposed motion with the court for an order which:

- a. Preliminarily approves this Agreement.

b. Schedules a hearing for final approval of the Agreement by the court.

c. Approves the form of notice to the Class, to be directed to the last known address of the Class members as shown on Defendant's records. If as a result of the mailing, a forwarding address is furnished by the Postal Service but the notice is not forwarded by the Postal Service, the notice will be re-mailed to the address(es) provided.

d. Finds that mailing of the Class notice and the other measures specified in Section K are the only notices required and that such notice satisfies the requirements of due process and Fed. R. Civ. P. 23.

e. Certifies for settlement purposes the Class defined in Section F.

2. The parties agree to request the form of notice attached hereto as Exhibit A, and propose the form of preliminary approval order attached hereto as Exhibit B. The fact that the court may require non-substantive changes in the notices or order does not invalidate this Agreement.

**M. Final approval.**

1. Before the scheduled hearing on the final fairness, reasonableness, and adequacy of the Agreement, Class Counsel and counsel for Defendant shall request that this Court enter a Final Order approving the terms of the Agreement as fair, reasonable and adequate, providing for the implementation of those terms and provisions, finding that the notice given to the Class satisfies the requirements of due process and Rule 23, dismissing the claims of the named Plaintiff and the Class with prejudice and without costs, directing the entry of a final order, and retaining jurisdiction to enforce the provisions of this Agreement.

2. The parties agree to request the form of final order attached hereto as Exhibit C. The fact that the court may require non-substantive changes in the final order does not invalidate

this Agreement.

**N. Dismissal with prejudice.**

Thirty (30) days after the Void Date, and no later than 95 days after the Effective Date, the Parties shall file a Notice of Compliance that the Parties have complied with the terms of the Agreement, all Class members have been issued checks, and any undistributed funds or uncashed checks have been donated to Central Virginia Legal Aid Society and Maryland Volunteer Lawyers Services as *cy pres* recipients as set forth in Section H.3 of this Agreement.

**O. Release of Attorney's Lien.**

In consideration of this Agreement, and subject to Section J above, Class Counsel hereby waives, discharges and releases the "Released Parties," as defined in paragraph 1 of Section I above, of and from any and all claims for attorney's fees, by lien or otherwise, for legal services rendered by Class Counsel in connection with this case.

**P. Miscellaneous provisions.**

1. Whether or not this Agreement and the settlement contemplated hereunder are consummated, this Agreement and the proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of Defendant of any liability or wrongdoing whatsoever.

2. The parties and their attorneys agree to cooperate fully with one another in seeking court approval of the Agreement, and to use their best efforts to effect the consummation of this agreement and the settlement provided for herein.

3. Objections to this Agreement shall be filed with the Court and sent to:

Jesse S. Johnson

Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431  
[jjohnson@gdrllawfirm.com](mailto:jjohnson@gdrllawfirm.com)

Class Counsel shall forward a copy of any objections it receives to Defendant's counsel. The persons and addresses designated in this paragraph may be changed by any signatory hereto by written notice to the other signatories hereto.

4. The foregoing constitutes the entire Agreement between the parties with regard to the subject matter hereof and may not be modified or amended except in writing, signed by all parties hereto, and approved by the Court. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

5. This Agreement may be executed in counterparts, in which case the various counterparts shall be said to constitute one instrument for all purposes. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or facsimiles of executed copies of this Agreement may be treated as originals.

6. Each and every term of this Agreement shall be binding upon and inure to the benefit of Plaintiff, the members of the Class, and any of their successors and personal representatives, and shall bind and shall inure to the benefit of the Released Parties, all of which persons and entities are intended to be beneficiaries of this Agreement.

7. Should any of the provisions set forth herein be determined to be invalid by any court, agency, or any other tribunal of competent jurisdiction, such determination shall not affect the enforceability of the other provisions herein and to this end, the provisions of this Agreement are declared severable. The Parties may mutually elect to proceed with the Settlement,

notwithstanding any unenforceable provision.

8. This Agreement shall be deemed to be jointly drafted by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective counsel of record, have so agreed, on November \_\_\_, 2015.

Individually and as Class Representative:

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EDITH O. BALDWIN

Attorneys for Plaintiff and the Class:

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Joshua Erlich  
The Erlich Law Office, PLLC  
2111 Wilson Boulevard, Suite 700  
Arlington, VA 22201  
T: 703.791.9087 / F: 703.722.8114  
jerlich@erlichlawoffice.com

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Jesse S. Johnson  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431  
T: 561.826.5477 / F: 561.961.5684  
jjohnson@gdrllawfirm.com

GLASSER AND GLASSER, P.L.C.

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Its duly authorized representative

Attorneys for Defendant:

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Alan Brody Rashkind, Esquire  
Furniss, Davis, Rashkind and Saunders, PC  
6160 Kempsville Circle, Suite 341B  
P.O. Box 12525  
Norfolk, Virginia 23541  
T: 757.461.7100  
F: 757.461.0083  
arashkind@furnissdavis.com

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective counsel of record, have so agreed, on November 18, 2015.

Individually and as Class Representative:

Edith O. Baldwin  
EDITH O. BALDWIN

Attorneys for Plaintiff and the Class:

\_\_\_\_\_  
Joshua Erlich  
The Erlich Law Office, PLLC  
2111 Wilson Boulevard, Suite 700  
Arlington, VA 22201  
T: 703.791.9087 / F: 703.722.8114  
jerlich@erlichlawoffice.com

\_\_\_\_\_  
Jesse S. Johnson  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431  
T: 561.826.5477 / F: 561.961.5684  
jjohnson@gdrlawfirm.com

GLASSER AND GLASSER, P.L.C.

\_\_\_\_\_  
Its duly authorized representative

Attorneys for Defendant:

\_\_\_\_\_  
Alan Brody Rashkind, Esquire  
Furniss, Davis, Rashkind and Saunders, PC  
6160 Kempsville Circle, Suite 341B  
P.O. Box 12525  
Norfolk, Virginia 23541  
T: 757.461.7100  
F: 757.461.0083  
arashkind@furnissdavis.com



IN WITNESS WHEREOF, the parties hereto, acting by and through their respective counsel of record, have so agreed, on November \_19\_, 2015.

Individually and as Class Representative:

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EDITH O. BALDWIN

Attorneys for Plaintiff and the Class:



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Joshua Erlich  
The Erlich Law Office, PLLC  
2111 Wilson Boulevard, Suite 700  
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GLASSER AND GLASSER, P.L.C.

---

Its duly authorized representative

Attorneys for Defendant:

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Alan Brody Rashkind, Esquire  
Furniss, Davis, Rashkind and Saunders, PC  
6160 Kempsville Circle, Suite 341B  
P.O. Box 12525  
Norfolk, Virginia 23541  
T: 757.461.7100  
F: 757.461.0083  
arashkind@furnissdavis.com

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective counsel of record, have so agreed, on November 23, 2015.

Individually and as Class Representative:

---

EDITH O. BALDWIN

Attorneys for Plaintiff and the Class:

---

Joshua Erlich  
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2111 Wilson Boulevard, Suite 700  
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T: 561.826.5477 / F: 561.961.5684  
jjohnson@gdrllawfirm.com

GLASSER AND GLASSER, P.L.C.

---

Its duly authorized representative

Attorneys for Defendant:

---

Alan Brody Rashkind, Esquire  
Furniss, Davis, Rashkind and Saunders, PC  
6160 Kempsville Circle, Suite 341B  
P.O. Box 12525  
Norfolk, Virginia 23541  
T: 757.461.7100  
F: 757.461.0083  
arashkind@furnissdavis.com

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective counsel of record, have so agreed, on November \_\_\_, 2015.

Individually and as Class Representative:

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EDITH O. BALDWIN

Attorneys for Plaintiff and the Class:

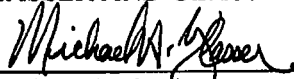
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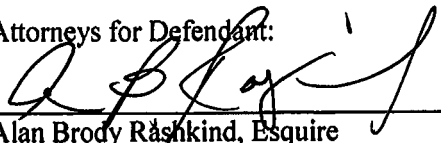
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GLASSER AND GLASSER, P.L.C.

  
\_\_\_\_\_  
Its duly authorized representative

Attorneys for Defendant:

  
\_\_\_\_\_  
Alan Brody Rashkind, Esquire  
Furniss, Davis, Rashkind and Saunders, PC  
6160 Kempsville Circle, Suite 341B  
P.O. Box 12525  
Norfolk, Virginia 23541  
T: 757.461.7100  
F: 757.461.0083  
arashkind@furnissdavis.com

# **Exhibit A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

**You may benefit from this class action settlement.**

**You are not being sued.**

**If you received a debt collection letter from Glasser and Glasser, P.L.C. between August 19, 2014 and August 19, 2015, you may benefit from the settlement of this class action lawsuit.**

*This case is titled Edith O. Baldwin v. Glasser & Glasser, P.L.C.  
Case No. 3:15-cv-00490-HEH.*

*A federal court authorized this notice.  
This is not a solicitation from a lawyer.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>DO NOTHING BUT STAY IN THE SETTLEMENT</b>	If you have received a debt collection communication from Glasser and Glasser, P.L.C. in the mail that stated, “If you notify this firm within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you,” between August 19, 2014 and August 19, 2015, in connection with the collection of a consumer debt, you will receive a cash payment as explained in Section No. 6 below.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will not be giving up your legal claims against the defendant.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement. You may also appear at the fairness hearing.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.

**These rights and options and the deadlines to exercise them—are explained below.**

**1. Why did I get this notice?**

Plaintiff, Edith O. Baldwin (“Plaintiff”), filed a class action lawsuit alleging that defendant, Glasser and Glasser, P.L.C. (“Defendant”), violated the Fair Debt Collection Practices Act (“FDCPA” or “the Law”) by failing to inform Plaintiff that Defendant need only have mailed verification of Plaintiff’s alleged debt, or a copy of the judgment, to her if she disputed the debt, in writing.

Defendant denies that its conduct violated the Law. You received this notice because you have been identified from the Defendant's records as a person to whom Defendant mailed an initial debt collection letter during the relevant time period.

## 2. What is this lawsuit about?

In this lawsuit, Plaintiff claimed that Defendant violated the FDCPA by failing to inform Plaintiff that Defendant need only have mailed verification of Plaintiff's alleged debt, or a copy of the judgment, to her if she disputed the debt, in writing. Defendant denies that its conduct violated the Law and has asserted affirmative defenses to Plaintiff's claim, including that any violation was unintentional and the result of a bona fide error.

## 3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Edith O. Baldwin) sue on behalf of a group (or a "Class") of people who have similar claims.

## 4. Why is there a settlement?

In order to avoid the cost, risk, delay of litigation and uncertainty of trial the parties agreed to settle. Plaintiff and Class Counsel believe the settlement is fair, reasonable, and adequate.

## 5. How do I know if I am part of the settlement?

The Court has decided that everyone falling under the following definition is a Class Member:

- (a) All persons with a Virginia or Maryland address, (b) to whom Glasser and Glasser, P.L.C. mailed an initial debt collection communication that stated: "If you notify this firm within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you,"
- (c) between August 19, 2014 and August 19, 2015, (d) in connection with the collection of a consumer debt on behalf of Bank of America, N.A.

You have been identified as a member of this Class. There are approximately 814 persons in the Class.

### **YOUR BENEFITS UNDER THE SETTLEMENT**

## 6. What can I get from the settlement?

Approximately \$15.00 cash payment.

## 7. When will I receive these benefits?

You will receive these benefits approximately fifty (50) days after the settlement has been approved.

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

You do not have to do anything in order to receive these benefits.

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

By staying in the class, all of the Court's orders will apply to you, and you give Defendant a "release." A release means you can't sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit.

**10. How much will the Class Representative receive?**

The Defendant has agreed to pay up to \$1,500.00 to Plaintiff in the settlement of her individual claims and for serving as the Class Representative.

This is subject to the Court's approval.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want to receive the benefits of the settlement, but you want to keep your legal claims against the Defendant, then you must take steps to get out of the Class. This is called excluding yourself.

**11. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Edith O. Baldwin v. Glasser & Glasser, P.L.C.*, Case No. 3:15-cv-00490-HEH (E.D. Va.). Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked **no later than [DATE]**, and sent to the following address:

First Class, Inc.  
5410 Roosevelt Road, Suite 222  
Chicago, IL 60644

Be sure to include the name and number of the case.

**12. If I exclude myself, do I still receive benefits from this settlement?**

No, you will not receive anything resulting from the settlement of this case, but you will have the right to sue Defendant over the claims raised in this case on your own in a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the "statute of



limitations”) will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

#### **THE LAWYERS REPRESENTING YOU**

##### **13. Do I have a lawyer in this case?**

The Court has named the law firm of Greenwald Davidson Radbil PLLC as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **DATE**.

##### **14. How will the lawyers be paid?**

Class Counsel, Greenwald Davidson Radbil PLLC, will ask the Court for attorneys’ fees and expenses of no more than \$35,000.00. You will not be charged by these lawyers; however, they will receive a payment from the Defendant in an amount of \$35,000.00 or less, if that amount is approved by the Court.

#### **CLASS COUNSEL’S VIEWS ABOUT THE SETTLEMENT**

##### **15. Is this a fair settlement?**

The FDCPA is a federal statute which provides for both individual actions and class actions.

In an individual action, the person bringing the suit may recover (i) any actual damages suffered; and (ii) statutory damages of between \$0 and \$1,000.00. In a class action, the maximum possible recovery is (i) any actual damages suffered by the Class members, and (ii) the lesser of 1% of the Defendant’s net worth or \$500,000.00. The Court, in its discretion, may award anything from \$0 up to the maximum amount to a prevailing party. In either an individual or a class action, the person bringing the suit can also recover attorneys’ fees and the expenses of prosecuting the suit, if it is successful. No actual damages were sought in this case on behalf of the class.

In this case, based upon Defendant’s book value net worth, Class Counsel believes this settlement is favorable to Class Members.

In light of the violations alleged, and the damages allowed under the Law, Class Counsel believes this is a fair settlement.

##### **16. What is the Defendant’s view of this settlement?**

As stated above, by settling this lawsuit, Defendant is not admitting that it has done anything wrong. Defendant expressly denies the claims asserted by Plaintiff and denies all allegations of wrongdoing and liability.



### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do or do not agree with the settlement or some part of it.

#### **17. How do I tell the Court that I do not like the settlement?**

If you are a Class Member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must submit your objection to the Court by **[DATE]**, stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *Edith O. Baldwin v. Glasser & Glasser, P.L.C.*, Case No. 3:15-cv-00490-HEH (E.D. Va.), your name, address, telephone number and your signature. If you are objecting to the settlement, you may also appear at the fairness hearing (explained below in answer to question no. 19).

In addition to filing your objection with the Court, you must also mail your written objection so that it is postmarked no later than **[DATE]** to the following address:

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

Be sure to include the name and number of the case.

### **THE FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend if you wish, but you are not required to do so.

#### **18. Where and when is the fairness hearing?**

The Court will hold a fairness hearing on **[DATE]** at **[ADDRESS]**. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the Class, and to determine the appropriate amount of compensation for Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

The hearing may be postponed to a later date without notice.

**YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.**

### **GETTING MORE INFORMATION**

#### **19. How do I get more information?**

This notice is only a summary of the proposed settlement of this lawsuit. All pleadings and documents filed with the Court, including the class action settlement agreement, may be reviewed or copied in the Clerk of Court, United States District Court for the Eastern District of Virginia.

**Please do not call the Judge about this case.** *Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, Defendant's attorneys do not represent you and cannot give you legal advice.*

Separately, you can call First Class, Inc., the class administrator administering this settlement, at **[PHONE NUMBER]** if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to [jjohnson@gdrlawfirm.com](mailto:jjohnson@gdrlawfirm.com) or obtain information through Class Counsel's website at [www.gdrlawfirm.com](http://www.gdrlawfirm.com).

## 20. What if I have a new address?

If this notice was sent to you at your current address, you do not have to do anything more to receive further notices concerning this case. However, if this notice was forwarded to you, or if it was otherwise sent to you at an address that is not current, you should notify the class administrator of your new address by writing to:

First Class, Inc.  
5410 Roosevelt Road, Suite 222  
Chicago, IL 60644

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

# **Exhibit B**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

EDITH O. BALDWIN, on behalf of herself )		
and others similarly situated, )		
	)	Civil Action No.: 3:15-cv-00490-HEH
Plaintiff, )		
	)	
v. )		
	)	
GLASSER & GLASSER, P.L.C., )		
	)	
Defendant. )		
_____ )		

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT**

WHEREAS, the Court has been advised that the parties to this action, Edith O. Baldwin (hereinafter referred to as “Plaintiff” or “Class Representative”), and Glasser and Glasser, P.L.C. (hereinafter referred to as “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 (hereinafter referred to as the “Lawsuit”) upon the terms and conditions set forth in the Class Action Settlement Agreement (hereinafter referred to as the “Settlement Agreement”), which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference herein (with capitalized terms as set forth in the Settlement Agreement);

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held on \_\_\_\_\_, 20\_\_, 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:

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

2. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715, Defendant will cause to be served written Notice of the proposed class settlement on the United States Attorney General and the Attorneys General of the State of Virginia and the State of Maryland.

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

(a) All persons with a Virginia or Maryland address, (b) to whom Glasser and Glasser, P.L.C. mailed an initial debt collection communication that stated: “If you notify this firm within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you,” (c) between August 19, 2014 and August 19, 2015, (d) in connection with the collection of a consumer debt on behalf of Bank of America, N.A.

4. Defendant represents that there are 814 Class Members, including Plaintiff.

5. **CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT** – Pursuant to Fed. R. Civ. P. 23, the Court appoints Plaintiff Edith O. Baldwin as the Class Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel.

6. **PRELIMINARY CLASS CERTIFICATION** – The Court preliminarily finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Fed. R. Civ.

P. 23, 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.

7. The Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Settlement Agreement is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, 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 stage of the proceedings and the discovery completed.

8. **ADMINISTRATION** – 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 and settlement checks to the Class

Members. All costs of administration will be paid by Defendant separate and apart from the Settlement Fund. Upon the recommendation of the parties, the Court hereby appoints the following class administrator: First Class, Inc.

9. **WRITTEN NOTICE** – The Court approves the form and substance of the Notice of Class Action Settlement, attached to the Settlement Agreement as Exhibit A. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the notice to the Class Members as expeditiously as possible, but in no event later than 20 days after the Court’s entry of this order, *i.e.*, **no later than \_\_\_\_\_, 20\_\_**. 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.

10. **EXCLUSIONS** – Any Class Member who desires to be excluded from the class must send a written request for exclusion to First Class, Inc. with a postmark date no later than 60 days after the Court’s entry of this order, *i.e.*, **no later than \_\_\_\_\_, 20\_\_**. To be effective, the written request for exclusion must state the Class Member’s full name, address, telephone number, and email address (if available), along with a statement that the Class Member wishes to be excluded. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement.

11. **OBJECTIONS** – Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days after the Court’s entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **20** \_\_\_\_\_. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel, attention: Jesse S. Johnson, Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, FL 33431.

12. 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 signature of the Class Member filing the objection;
- (c) Be filed with the Clerk of the Court no later than 60 days after the Court preliminarily approves the settlement;
- (d) Be sent to Class Counsel and counsel for Defendant at the addresses designated in the Notice by first-class mail, postmarked no later than 60 days after the Court preliminarily approves the settlement;
- (e) Contain the name, address, bar number and telephone number of the objecting Class Member’s counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she or it must comply with all applicable laws and rules for filing pleadings and documents in the U.S. District Court for the Eastern District of Virginia; and
- (f) Contain a statement of the specific basis for each objection.

13. 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 Settlement, and on the application for an award of attorneys’ fees and costs.



14. **SETTLEMENT PAYMENTS** – The class administrator will mail a settlement check to each Class Member who does not exclude himself or herself from the Class. Each Class Member will receive a pro-rata portion of the \$12,210.00 common fund, in the amount of no less than \$15.00 per Class Member.

15. **PAYMENT TO CLASS REPRESENTATIVE** – Defendant will pay to the Class Representative the sum of \$1,000 as statutory damages pursuant to the FDCPA, and an additional \$500 in recognition of her services as Class Representative, for a total sum to Class Representative of \$1,500.

16. **FINAL APPROVAL** – The Court will conduct a hearing on \_\_\_\_\_, **20\_\_** at the United States District Court for the Eastern District of Virginia, Spottswood W. Robinson III and Robert R. Merhige, Jr. Federal Courthouse, 701 East Broad Street, Richmond, Virginia 23219, to review and rule upon the following issues:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Fed. R. Civ. P. 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 Settlement 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.

17. 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.

18. Submissions by the Parties, including memoranda in support of the proposed settlement, responses to any objections, petitions for attorney's fees and reimbursement of costs and expenses by Class Counsel, must be filed with the Court no later than 28 days prior to the Final Approval Hearing, *i.e.*, **no later than** \_\_\_\_\_, **20**\_\_\_\_. Opposition briefs to any of the foregoing must be filed no later than 14 days prior to the Final Approving hearing, *i.e.*, **no later than** \_\_\_\_\_, **201**\_\_\_\_. Reply memoranda in support of the foregoing must be filed with the Court no later than 7 days prior to the Final Approval Hearing, *i.e.*, **no later than** \_\_\_\_\_, **201**\_\_\_\_\_.

19. The Settlement Agreement and this Order will be null and void if any of the following occur:

- A. The Settlement Agreement is terminated by any of the Parties for cause, or any specified material condition to the settlement set forth in the Settlement Agreement is not satisfied and the satisfaction of such condition is not waived in writing by the Parties;
- B. The Court rejects any material component of the Settlement Agreement, including any amendment thereto approved by the Parties; or
- C. The Court approves the Settlement Agreement, including any amendment thereto approved by the Parties, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

20. If the Settlement Agreement and/or this order are voided per ¶ 19 of this order, then the Settlement Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed and this order never entered.

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

22. The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
	Preliminary Approval Order Entered
	Notice Sent (20 days after entry of Preliminary Approval Order)
	Deadline to Send Exclusion or File Objection (60 days after entry of Preliminary Approval Order)
	Motion for Final Approval and Attorney Fees Papers Filed (28 days before Final Approval Hearing)
	Opposition to Motion for Final Approval and Attorney Fees Papers (14 days before Final Approval Hearing)
	Reply in support of Motion for Final Approval and Attorney Fees Papers (7 days before Final Approval Hearing)
	Final Approval Hearing Held

IT IS SO ORDERED.

Dated:

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The Honorable Henry E. Hudson  
United States District Judge

# **Exhibit C**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

EDITH O. BALDWIN, on behalf of herself )		
and others similarly situated, )		
	)	Civil Action No.: 3:15-cv-00490-HEH
Plaintiff, )		
	)	
v. )		
	)	
GLASSER & GLASSER, P.L.C., )		
	)	
Defendant. )		
_____ )		

**[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

On November 23, 2015, Edith O. Baldwin (“Plaintiff”) filed her unopposed motion to preliminarily approve the parties’ proposed settlement.

On \_\_\_\_\_, 20\_\_\_\_, Defendant served the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 on the United States Attorney General and the Attorneys General of Virginia and Maryland.

On \_\_\_\_\_, 20\_\_\_\_, this Court preliminarily approved the parties’ proposed settlement.

On \_\_\_\_\_, 2016, First Class, Inc. distributed notice of the parties’ proposed class settlement, as ordered.

On \_\_\_\_\_, 2016, Plaintiff filed her unopposed motion to finally approve the parties’ proposed settlement.

On \_\_\_\_\_, 2016, this Court held a fairness hearing regarding Plaintiff’s and Defendant’s proposed settlement.

Having considered Plaintiff's unopposed motion, this Court finally approves the proposed settlement.

This Court also confirms that it has jurisdiction over this matter and the parties to it.

This Court further certifies the following class, for settlement purposes, under Federal Rule of Civil Procedure 23:

(a) All persons with a Virginia or Maryland address, (b) to whom Glasser and Glasser, P.L.C. mailed an initial debt collection communication that stated: "If you notify this firm within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you," (c) between August 19, 2014 and August 19, 2015, (d) in connection with the collection of a consumer debt on behalf of Bank of America, N.A.

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

1. The class members are so numerous that joinder of all of them is impracticable;
2. There are questions of law and fact common to the class members, which predominate over any individual questions;
3. Plaintiff's claims are typical of the class members' claims;
4. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the class members; and
5. Class treatment of Plaintiff's claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

This Court also appoints Edith O. Baldwin as class representative, and the following attorney and law firm as Class Counsel:

Jesse S. Johnson  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500

Boca Raton, Florida 33431

This Court approves the terms of the parties' settlement, the material terms of which include, but are not limited to:

1. Defendant will pay to Ms. Baldwin \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i), and an additional \$500 for her service to the class, for a total sum of \$1,500.
2. Defendant will create a common fund in the amount of \$12,210, which will be distributed on a pro-rata basis to each of the 814 class members who did not exclude themselves from this settlement, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii).
3. Defendant will pay the costs of notice and administration of the settlement separate and apart from any monies paid to Plaintiff, class members, or Class Counsel.

This Court additionally finds that the parties' notice of class action settlement, and the distribution thereof, satisfied the requirements of due process under the Constitution and Federal Rule of Civil Procedure 23(e), that it was the best practicable under the circumstances, and that it constitutes due and sufficient notice to all persons entitled to notice of class action settlement.

This Court similarly finds that the parties' notice of class action settlement was adequate and gave all class members sufficient information to enable them to make informed decisions as to the parties' proposed settlement, and the right to object to, or opt-out of, it.

This Court additionally finds that Plaintiff's and Defendant's settlement, on the terms and conditions set forth in their class action settlement agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the class members.

This Court finds that the class members were given a fair and reasonable opportunity to object to the settlement. [#] class member(s) objected to the settlement. The [#] class members

who made valid and timely requests for exclusion are excluded from the class and settlement and are not bound by this order. Those persons are: \_\_\_\_\_.

This order is binding on all class members, except those individuals who validly and timely excluded themselves from the settlement.

This Court approves the individual and class releases set forth in the class action settlement agreement. The released claims are consequently compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this order.

The Court awards a total of \$\_\_\_\_\_ for Class Counsel's costs, expenses, and attorneys' fees.

This action is dismissed with prejudice as to all other issues and as to all parties and claims.

This court retains continuing and exclusive jurisdiction over the parties and all matters relating this matter, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

IT IS SO ORDERED.

Dated:

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The Honorable Henry E. Hudson  
United States District Judge