

On January 20, 2016, 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 a class of plaintiffs (hereinafter referred to as the "Class Members") with respect to the claims asserted in the Lawsuit; (ii) preliminarily approved the proposed settlement; (iii) appointed Plaintiff as the Class Representative; (iv) appointed James L. Davidson and Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel; and, (v) set the date and time of the Settlement Approval Hearing.

On April 14, 2016, Plaintiff filed his Motion for Final Approval of Class Action Settlement (the "Final Approval Motion") [ECF No. 40].

On June 6, 2016, a Final Approval Hearing was held pursuant to Fed. R. Civ. P. 23 to determine whether the Lawsuit satisfies 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 Fed. R. Civ. P. 23 (b)(3) and final approval of the proposed class action settlement.

The Court has read and considered the Settlement Agreement, Motion for Final Approval, and record. All capitalized terms used herein have the meanings defined herein and/or in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

2. **CLASS MEMBERS** – Pursuant to Fed. R. Civ. P. 23(b)(3), the Lawsuit is hereby 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:

All persons with an address within the United States to whom Andreu, Palma & Andreu, PL 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,” between March 30, 2014 and March 30, 2015, in connection with the collection of a consumer debt.

3. Defendant has identified 1,072 Class Members, including Plaintiff.

4. **CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT** –

Pursuant to Fed. R. Civ. P. 23, the Court certifies Plaintiff as the Class Representative and James L. Davidson and Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel. *See, e.g., 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).

5. **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 was in conformity with this Court’s Preliminary Approval Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) 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.

6. **FINAL CLASS CERTIFICATION** – The Court 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 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 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. *See Leverso v. SouthTrust Bank of AL., N.A.*, 18 F.3d 1527, 1530 (11th Cir. 1994).

8. **SETTLEMENT TERMS** – The Settlement Agreement shall be deemed incorporated herein, and the proposed settlement are 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 Settlement Agreement include, but are not limited to, the following:

A. **Settlement Fund** – Defendant will establish a \$10,720.00 Settlement Fund (the “Settlement Fund”).

B. **Settlement Payment to Class Members** - Each Class Member who has not excluded himself or herself from the Class with a postmark date no later than 60 days after the Court's entry of the Order of Preliminary Approval of Class Action Settlement will receive a pro

rata share of the Settlement Fund. Each settlement check will be void ninety (90) days after mailing. To the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), these funds will be distributed to Legal Aid Society of Palm Beach County, Inc. as the *cy pres* recipient.

C. Statutory Award to Plaintiff Jack D. Kemper – Plaintiff shall receive from Defendant the sum of \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i). This payment shall be separate and apart from the Settlement Fund and his pro-rata share of the same.

D. Attorney's Fees and Expenses for Class Counsel: The Court has referred Plaintiff's Motion for an Award of Attorneys' Fees and Reimbursement of Expenses [ECF No. 41] to United States Magistrate Judge Jonathan Goodman. In a separate order, the Court will address the amount Defendant shall pay Class Counsel for attorneys' fees, costs and expenses, separate and apart from the Settlement Fund, the Statutory Award to Plaintiff and any Settlement Administration Costs; and

E. Settlement Notice and Administration: Separate from the Settlement Fund, the Statutory Award to Plaintiff and the Attorney's Fees and Expenses for Class Counsel, Defendant is responsible for paying all costs of notice and administration of the settlement.

9. **OBJECTIONS AND EXCLUSIONS** – The Class Members were given an opportunity to object to the settlement. One Class Member—Joseph McCarthy—objected to the settlement. Mr. McCarthy's objection is overruled. Five Class Members excluded themselves from the Settlement. The names of the Class Members who excluded themselves from the Settlement are Carl Giovenco, Dorothy Ann Washington, Brenda L. Valencia, Charles Vaughn, III, and Jacqueline R. Mars.

10. This Order is binding on all Class Members, except those who timely excluded themselves.

11. **RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT** – The Class Representative, Class Members, and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, 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 Settlement Agreement. Pursuant to the release contained in the Settlement Agreement, the Released Claims are compromised, settled, released, discharged, by virtue of these proceedings and this order.

12. The Lawsuit is hereby dismissed with prejudice in all respects, with the Court specifically retaining jurisdiction to award attorneys' fees, costs, expenses, and disbursements to Class Counsel.

13. 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.

14. The Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit and/or Settlement Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

DONE AND ORDERED in chambers at Miami, Florida, this 22 day of June, 2016.



JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
Magistrate Judge Goodman
All Counsel of Record