

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

MARY S. KAUSCH, on behalf of herself and)
others similarly situated,)
)
Plaintiff,)
)
v.) Civil Action No.: 4:15-cv-00537-AGF
)
BERMAN & RABIN, P.A.,)
)
Defendant.)
)

ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

On November 16, 2015, Mary S. Kausch (“Plaintiff”) filed her unopposed motion to preliminarily approve the parties’ proposed class settlement.

On April 12, 2016, this Court preliminarily approved the parties’ proposed settlement.

On April 21, 2016, Berman & Rabin, P.A. (“Defendant”) served the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 on the United States Attorney General and the Attorney General of Missouri.

On May 12, 2016, First Class, Inc. distributed notice of the parties’ proposed class settlement, as ordered.

On June 1, 2016, Plaintiff filed her unopposed motion to finally approve the parties’ proposed settlement.

On July 8, 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(b)(3):

All persons with an address in Missouri to whom Berman & Rabin P.A. 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 26, 2014 and March 26, 2015, 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(b)(3), 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.

See Prater v. Mediacredit, Inc., No. 14-159, 2015 WL 4385682, at *2 (E.D. Mo. July 13, 2015) (Webber, J.) (preliminarily approving class action settlement).

This Court also appoints Plaintiff 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

See, e.g., Schuchardt v. Law Office of Rory W. Clark, No. 15-01329, 2016 WL 1701349, at *3-6 (N.D. Cal. Apr. 28, 2016) (appointing Greenwald Davidson Radbil PLLC as class counsel); *Prater*, 2015 WL 4385682, at *1 (same).

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

Defendant will pay to Plaintiff \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i).

Defendant will create a common fund in the amount of \$3,555, which will be distributed on a pro-rata basis to each of the 92 participating class members, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii). Based on the parties' representations, the Court finds that this amount exceeds what the class members might recover if successful at trial.

Defendant will ensure, going forward, that it no longer uses the form of initial debt collection letter that gave rise to this action.

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 the 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. *See In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 931 (8th Cir. 2005).

This Court finds that the class members were given a fair and reasonable opportunity to object to the settlement. No class members objected to the settlement, and none made a valid and timely request for exclusion.

This Order is binding on all class members.

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 \$33,250 for class counsel's costs, expenses, and attorneys' fees.

The Court awards Plaintiff an additional \$200 for her service to the class.

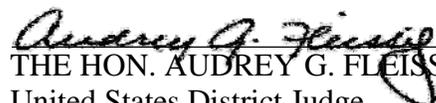
The Court notes that the \$33,250 award for attorneys' fees and expenses and the \$200 incentive award to Plaintiff were negotiated separately and subsequent to the class settlement, and will be paid separately by Defendant.

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: July 8, 2016



THE HON. AUDREY G. FLEISSIG
United States District Judge