

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

SUSAN J. COBB, on behalf of herself
and others similarly situated

CIVIL ACTION

VERSUS

EDWARD F. BUKATY, III, PLC

No. 15-00335-BAJ-RLB

ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is **Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (Doc. 48)**, filed by Susan J. Cobb ("Plaintiff" or "Class Representative"). On January 12, 2017, the Court held a hearing on the Motion. The parties advised the Court of the substance of the terms and conditions of the Class Action Settlement Agreement ("Settlement Agreement") and the steps they had taken to direct notice of the Settlement Agreement to Class Members.

The Court finds that the parties complied with the Court's previous Order (Doc. 44) and "direct[ed] notice in a reasonable manner to all class members who would be bound" by the Settlement Agreement. Fed. R. Civ. P. 23(e)(1). Having reviewed the Settlement Agreement, the Court finds that the terms of the Settlement Agreement are "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2).

Accordingly,

IT IS ORDERED that **Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (Doc. 48)** is **GRANTED**.

IT IS FURTHER ORDERED that:

(1) This 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 caused written notice of the Settlement Agreement to be served on the United States Attorney General and the Attorney General of the State of Louisiana.

(3) Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Lawsuit is hereby certified, for settlement purposes, as a class action on behalf of the following three classes of plaintiffs ("Class Members") with respect to the claims asserted in the Lawsuit:

In-Writing Notice Class:

All persons (a) with a Louisiana address, (b) to whom Edward F. Bukaty, III, PLC, mailed an initial debt collection communication that stated: "Unless you notify us within 30 days after receipt of this communication that the validity of this debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us of a dispute, we will obtain verification of the debt and mail it to you," (c) from May 26, 2014, to May 26, 2015, (d) in connection with the collection of a consumer debt on behalf of Citibank, N.A.

Interest Notice Class:

All persons (a) with a Louisiana address, (b) to whom Edward F. Bukaty, III, PLC, mailed an initial debt collection communication, (c) from May 26, 2014, to May 26, 2015, (d) in connection with the collection of a consumer debt on behalf of Citibank, N.A., (e) that did not state (1) whether interest was in fact accruing on the subject debt, and, if interest was accruing, the amount of interest due as of the date of the initial communication, or (2) the effective date as of which an amount would suffice to pay off the subject debt in full, or (3) the date as of which any unpaid accrued interest was calculated, or (4) the applicable interest rate.

Amount Owed Class:

All persons (a) with a Louisiana address, (b) to whom Edward F. Bukaty, III, PLC, mailed a debt collection communication, (c) from May 26, 2014, to May 26, 2015, (d) in connection with the collection of a consumer debt on behalf of Citibank, N.A., (e) that stated the amount owed on the subject debt without any qualification or explanation of whether or not interest, late fees, or other charges were accruing.

The parties represent that there are 152 Class Members, including Plaintiff.

(4) Pursuant to Rule 23, the Court appoints Susan J. Cobb as the Class Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel. *See Hall v. Frederick J. Hanna & Assocs., P.C.*, No. 15-cv-03948-ELR-AJB, 2016 WL 2865081, at *1 (N.D. Ga. May 10, 2016) (appointing Greenwald Davidson Radbil PLLC class counsel); *Bellum v. Law Office of Frederic I. Weinberg & Assocs., P.C.*, No. 15-cv-02460, 2016 WL 1083740, at *2 (E.D. Pa. Mar. 16, 2016) (same); *Roundtree v. Bush Ross, P.A.*, No. 14-cv-00357-JDW-AEP, 2016 WL 360721, at *2 (M.D. Fla. Jan. 28, 2016) (same); *Prater v. Medicredit, Inc.*, No. 14-cv-00159-ERW, 2015 WL 8331602, at *2 (E.D. Mo. Dec. 7, 2015) (same); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337, 340 (S.D. Miss. 2015) (same).

(5) The Court finds, for settlement purposes, that the Lawsuit satisfies the applicable prerequisites for class action treatment under Rule 23, namely:

- A. The Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable. *See Mullen v. Treasure Chest Casino, LLC*, 186 F.3d 620, 624 (5th Cir. 1999) (“100 to 150 members . . . is within the range that generally satisfies the numerosity requirement.”).
- B. There are questions of law and fact common to the Class Members,

which predominate over any individual questions. *See McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337, 340 (S.D. Miss. 2015); *Walker v. Greenspoon Marder, P.A.*, No. 13-CV-14487, 2015 WL 233472, at *3 (S.D. Fla. Jan. 5, 2015) (“By definition, the class contains only individuals who share a common question of law, i.e., whether the ‘Notice[s] identical to that attached to Plaintiffs’ Complaint’ violate the FDCPA. Each class member’s claim will rise or fall with the resolution of that common contention.” (alteration in original) (citation omitted)).

- C. The claims of Plaintiff are typical of the claims of the Class Members. *See Castro v. Collecto, Inc.*, 256 F.R.D. 534, 542 (W.D. Tex. 2009) (“Plaintiff has sufficiently narrowed the class definition by limiting the class to include individuals to whom Defendants mailed the letter Plaintiff received.”).
- D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members. *See McWilliams*, 310 F.R.D. at 340 (“Ms. McWilliams’s attorneys – Greenwald Davidson Radbil PLLC – have been appointed as class counsel in more than a dozen consumer protection class actions in the past two years.”).
- E. 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. *McWilliams*, 310 F.R.D. at 341

(certifying three classes alleging claims under the Fair Debt Collection Practices Act).

(6) 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 (1) the parties' arm's-length settlement negotiations; (2) the stage of the proceedings and discovery completed to support the proposed settlement; and (3) the opinion of competent counsel supporting the settlement, who are experienced in consumer protection class litigation such as this.

(7) The Court approves the terms and conditions set forth in the Settlement Agreement, which include, but are not limited to:

- a. Defendant will pay to Plaintiff, as Class Representative, \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i).
- b. Defendant will create a Settlement Fund in the amount of \$8,000.00, which will be distributed on a pro-rata basis to each of the 151 Class Members who did not exclude themselves from this settlement, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii).

(8) A third-party class administrator acceptable to the parties will administer the settlement. 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 First Class, Inc., as the class administrator.

(9) The Court finds that the form and substance of the Notice of Class Action Settlement, as well as the method of its delivery to Class Members by mail, met the requirements of Rule 23(e) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to notice. The Court finds that the Notice of Class Action Settlement was clearly designed to advise the Class Members of their rights.

(10) The Court finds that the Class Members were given a fair and reasonable opportunity to object to the settlement and that no Class Member objected.

(11) The Court finds that the Class Members were given a fair and reasonable opportunity to exclude themselves from the class. One class member, Evelyn Y. Henry, made a valid and timely request for exclusion and is hereby excluded from the class and the Settlement Agreement and is not bound by this Order.

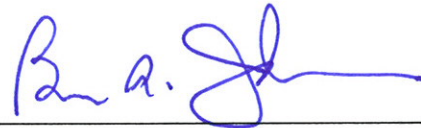
(12) This Order is binding on all Class Members, except those individuals who validly and timely excluded themselves from the class.

(13) The Court retains continuing and exclusive jurisdiction over the parties and all matters relating to this action, including the administration, interpretation, construction, effectuation, and consummation of the Settlement Agreement and this Order.

IT IS FURTHER ORDERED that the released claims set forth in the Settlement Agreement are **DISMISSED WITH PREJUDICE**.

IT IS FURTHER ORDERED that all of Plaintiff's claims are **DISMISSED WITH PREJUDICE**.

Baton Rouge, Louisiana, this 27th day of January, 2017.



**BRIAN A. JACKSON, CHIEF JUDGE
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**