

7. GDR has been appointed class counsel in numerous class actions throughout the country, including those brought under the FDCPA. *See, e.g., Beck v. Thomason Law Firm, LLC*, No. 16-570, 2017 WL 3267751 (D.N.M. July 27, 2017); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017); *Ryan v. DeVille Asset Mgmt., Ltd.*, No. 15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 2016); *Jallo v. Resurgent Capital Servs., L.P.*, No. 14-449, 2016 WL 6610322 (E.D. Tex. Nov. 8, 2016); *Rhodes v. Nat'l Collection Sys., Inc.*, 317 F.R.D. 579 (D. Colo. 2016); *Gonzalez v. Germaine Law Office PLC*, No. 15-1427, 2016 WL 5844605 (D. Ariz. Oct. 3, 2016); *McCurdy v. Prof'l Credit Serv.*, No. 15-1498, 2016 WL 5853721 (D. Or. Oct. 3, 2016); *Marcoux v. Susan J. Szwed, P.A.*, No. 15-93, 2016 WL 5720713 (D. Me. Oct. 3, 2016); *Cobb v. Edward F. Bukaty, III, PLC*, No. 15-335, 2016 WL 4925165 (M.D. La. Sept. 14, 2016); *Markos v. Wells Fargo Bank, N.A.*, No. 15-1156, 2016 WL 4708028 (N.D. Ga. Sept. 7, 2016); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 4432723 (N.D. Ga. Aug. 18, 2016); *Schell v. Frederick J. Hanna & Assocs., P.C.*, No. 15-418, 2016 WL 3654472 (S.D. Ohio July 8, 2016); *Chamberlin v. Mullooly, Jeffrey, Rooney & Flynn, LLP*, No. 15-2361, ECF No. 44 (D.N.J. June 2, 2016); *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016); *Durham v. Schlee & Stillman, LLC*, No. 15-1652, ECF No. 16 (D. Md. May 31, 2016) (Hazel, J.); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015) (Hazel, J.); *Prater v. Medcredit, Inc.*, No. 14-159, 2015 WL 8331602 (E.D. Mo. Dec. 7, 2015); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 77669207 (E.D. Va. Dec. 1, 2015); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Oaks v. Parker L. Moss, P.C.*, No. 15-196, 2015 WL 5737595 (N.D. Ind. Sept. 29, 2015); *Jones v. I.Q. Data Int'l, Inc.*, No. 14-130, 2015 WL 5704016 (D.N.M. Sept. 23, 2015); *Lambeth v. Advantage Fin. Servs., LLC*, No. 1:15-cv-33-BLW, 2015 WL 4624008 (D. Idaho Aug. 3,

2015); *Rhodes v. Olson Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096 (D. Colo. 2015); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644 (M.D. Fla. 2015).

8. Prior to joining GDR, I spent five years as a litigator at Robbins Geller Rudman & Dowd LLP—the nation’s largest plaintiff’s class action firm.

9. My practice at Robbins Geller focused on complex class actions, including securities, corporate governance, and consumer fraud litigation.

10. More information about my current practice is available on GDR’s website: www.gdrllawfirm.com.

11. I submit this declaration in support of Plaintiff’s unopposed motion for preliminary approval of the class action settlement reached by the parties.

12. This settlement provides for a \$17,500 class settlement fund—an amount that well exceeds the statutory damages cap imposed by the FDCPA—allowing for a likely recovery of between \$29 and \$60 per class member, assuming historical participation rates in consumer protection class action settlements like this one.

13. In addition, Defendant has agreed to change its business practices to no longer use an initial debt collection letter in the form received by Plaintiff, which will benefit consumers from whom Defendant attempts to collect debts in the future.

14. Upon court approval, the parties will provide direct mail notice to all class members to inform them of this settlement and of their rights in connection therewith.

15. Alongside this notice will be a straightforward claim form for each class member to complete and return to the claims administrator to participate in the settlement fund.

16. Other than this claim form, class members will not need to submit documentation or other proof of any kind to participate in the settlement.

17. The direct mail notice also will direct class members to GDR's website for more information regarding the settlement, to include a long-form notice posted there to provide greater detail on the settlement's terms.

18. Given the excellent recovery obtained for the class—particularly in light of the risks associated with continued litigation, as well as the limitations on damages imposed by the FDCPA—I firmly believe the settlement to be fair, reasonable, and adequate, and therefore worthy of preliminary approval from this Court.

19. Attached is a true and correct of the parties' class action settlement agreement, including that agreement's exhibits: (i) the [Proposed] Order of Preliminary Approval (Exhibit A); (ii) the [Proposed] Final Order and Judgment (Exhibit B); (iii) the proposed direct mail notice and claim form (Exhibit C); and (iv) the proposed long-form notice to be posted on GDR's website (Exhibit D).

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

Executed on March 1, 2018.

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

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

JAMES A. SMITH, on behalf of himself and
others similarly situated,

Plaintiff,

v.

COHN, GOLDBERG & DEUTSCH, LLC,

Defendant.

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: Civil Action No. 1:17-cv-02291-RDB
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CLASS ACTION SETTLEMENT AGREEMENT

This class action settlement agreement (“Agreement”) is entered into between James A. Smith (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Cohn, Goldberg & Deutsch, LLC (“Defendant”). This Agreement is intended by Defendant and Plaintiff, on behalf of himself and the Class Members (collectively, the “Parties”), to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below), upon and subject to the terms and conditions contained herein.

RECITALS

WHEREAS, on August 10, 2017, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the District of Maryland, Case No. 1:17-cv-02291-RDB, asserting putative class claims arising from the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, *et seq.*

WHEREAS, Plaintiff alleges that Defendant violated the FDCPA regarding certain of its debt collection efforts with respect to consumers. Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members, or that it violated the FDCPA;

WHEREAS, Defendant has denied and continues to deny each and all of the claims and contentions alleged in the Complaint;

WHEREAS, the Parties desire and intend to settle and resolve all of the claims asserted in the Lawsuit;

WHEREAS, the Parties wish to avoid the expense and uncertainty of continued litigation;

WHEREAS, the Parties believe that settlement by way of this Agreement is in their best interests;

WHEREAS, counsel for the Class Members have conducted an evaluation of the claims to determine how best to serve the interests of the Class Members;

WHEREAS, counsel for the Class Members believe, in view of the costs, risks, and delays of continued litigation and appeals balanced against the benefits of settlement to the Class Members, that the class settlement as provided in this Agreement is in the best interest of the Class Members and is a fair, reasonable, and adequate resolution of the Lawsuit;

WHEREAS, prior to entering into this Agreement, the Court sustained the sufficiency of Plaintiff's allegations, and counsel for the Parties engaged in discovery concerning the class size and class damages to inform their negotiations;

WHEREAS, Defendant denies any wrongdoing or that it has any liability to Plaintiff or the Class Members. Nevertheless, it recognizes the risks, uncertainties and costs inherent in litigation and thus believes that settlement is in its best interest;

WHEREAS, the Parties desire and intend to seek Court approval of the settlement of the Lawsuit as set forth in this Agreement and, upon Court approval, to seek entry of a Final Approval Order dismissing with prejudice the claims of the Class Members as set forth herein;

WHEREAS, the Parties and their counsel agree to recommend approval of this Agreement to the Court and to any regulatory authority responding to the proposed settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1332(d), 1453, and 1711-1715; and

WHEREAS, the Parties agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, to secure the Court’s approval of same, and contemplate that they will oppose any objections to the proposed settlement, including objections by any regulatory authority after CAFA notices are issued, and oppose any appeals from any orders of final approval.

WHEREFORE, in consideration of the promises, representations, and warranties set forth, the Parties stipulate and agree:

1. DEFINITIONS – The following definitions apply to this Agreement:

A. “Effective Date” means the first day after the “Final Order Day” (as defined below) and after Defendant completes the performance of the requirements under ¶ 10 of this Agreement.

B. “Final Order Day” means the day upon which the Final Approval Order becomes “Final.” The Final Approval Order becomes “Final” upon the expiration of any available appeal period following entry of the Final Approval Order. If any appeal is filed from the Final Approval Order, then the Final Order Day will be the first date after the conclusion of all appeals, so long as the Final Approval Order is not reversed or vacated.

C. “Class Members” means any person who meets the following definition:

All persons to whom Cohn, Goldberg & Deutsch, LLC mailed an initial debt collection communication, between August 10, 2016 and November 12, 2017, in connection with the

collection of a consumer debt secured by residential real estate, and which failed to include the term “current creditor.”

Defendant represents that there are a total of approximately 3,042 Class Members.

Defendant agrees that this case may proceed as a class action and agrees to the “Class Members” definition, set forth above, solely for the purposes of this Agreement and its implementation. If this Agreement fails to be approved or otherwise fails to be consummated, Defendant reserves all rights to object to the maintenance of this case as a class action, and any representation or concession made in connection with the settlement or in this Agreement shall not be considered the law of the case, *res judicata* or any form of estoppel in this or any other proceeding.

D. “Released Claims” means all claims and liabilities released and discharged under paragraph 9, and include any and all claims, demands, suits or causes of action of any nature or description that were asserted in the Complaint filed in the Lawsuit, and all claims that could have been asserted pursuant to an alleged violation of section 1692g(a) of the FDCPA that arises out of initial debt collection letters sent by Defendant to Class Members between August 10, 2016 and November 12, 2017 in connection with collection of a consumer debt.

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 alleged 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; (3) whether service of a complaint was properly effectuated; or (4) 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.

E. “Released Parties” means Cohn, Goldberg & Deutsch, LLC and each of its past, present, and future directors, officers, employees, partners, principals, insurers, co-insurers, re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company.

2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will not oppose, preliminary approval of the settlement on behalf of the class defined above in ¶ 1(C).

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The Parties agree that Plaintiff James A. Smith should be appointed as the Class Representative for the Class Members, and that Jesse S. Johnson of Greenwald Davidson Radbil PLLC should be appointed as counsel for the Class Members (“Class Counsel”).

4. ORDER OF PRELIMINARY APPROVAL – Within 14 days after this Agreement is fully executed, counsel for the Plaintiff will file an unopposed motion requesting that the Court enter an Order of Preliminary Approval of Class Action Settlement in substantially the same form attached as **Exhibit A**.

5. FINAL ORDER AND JUDGMENT – If the settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, counsel for the Parties will jointly request that the Court enter a Final Order in substantially the same form attached as **Exhibit B**.

6. ADMINISTRATION AND NOTIFICATION PROCESS – A third-party class administrator jointly selected by and agreeable to the parties (“Class Administrator”) will administer the settlement and notification of the settlement to the Class Members. The costs and expenses for the administration of the settlement and class notice, including all work necessary to identify current contact information for the Class Members, will be paid by Defendant separate and apart from the Settlement Fund (defined below),

subject to the conditions listed below in ¶ 10(E). The Class Administrator will be responsible for mailing the approved class action notice and settlement checks to the Class Members.

7. The parties will provide notice of the settlement to the Class Members as follows:

A. Written Class Notice – The Class Administrator will, as expeditiously as possible but not to exceed 21 days from the Court’s entry of the Order of Preliminary Approval of Class Action Settlement, send via U.S. mail written notice of the settlement to each Class Member at his or her last known valid address, address correction requested, as provided by Defendant. Before sending the written notice, the Class Administrator will confirm and, if necessary, update the addresses for the Class Members through the standard methodology it currently uses to update addresses, including attempting to identify the name and address of each Class Member. If any notice is returned with a new address, the Class Administrator will re-mail the notice to the new address and will update the Class Member address list with all forwarding addresses. The direct mail notice to the Class Members will be in substantially the form attached as **Exhibit C**.

B. Notice Posted on Class Counsel’s Website – Within 21 days of the Court’s entry of the Order of Preliminary Approval of Class Action Settlement, Class Counsel will post on its website a long-form class notice in substantially the form attached as **Exhibit D**. Class counsel will maintain the long-form class notice on its website until the final void date of any settlement check issued pursuant to this Agreement.

C. CAFA Notice – Defendant will be responsible for serving the CAFA notice required by 28 U.S.C. § 1715.

8. **REQUESTS FOR EXCLUSION AND OBJECTIONS** – The Class Administrator will administer the receipt of any and all claims and requests for exclusion.

A. Any Class Member who desires to be excluded from the class must send a written request for exclusion to the Class Administrator with a postmark date no later than 60 days after the Court's entry of the Order of Preliminary Approval of Class Action Settlement. The Class Administrator will provide a list of the names of each Class Member who submitted a timely exclusion to Class Counsel after the deadline passes. A copy of this list will be provided to the Court in connection with Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement.

B. In the written request for exclusion, the Class Member must set forth his or her full name, address, telephone number, and email address (if available), along with a statement that he or she wishes to be excluded.

C. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of this Agreement.

D. Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days from the Court's entry of the Order of Preliminary Approval of Class Action Settlement. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel and Counsel for Defendant via U.S. Mail.

E. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel. Further, the Class Member must attach to his or her objection any documents supporting the objection.

F. Any Class Member who does not file a valid and timely objection to the settlement will be barred from seeking review of the settlement by appeal or otherwise.

G. When responding to any inquiry from a Class Member, Plaintiff and Class Counsel will confirm that they believe the settlement is fair and reasonable.

H. Subject to approval by the Court, a fairness hearing will be conducted regarding the settlement within 90 to 120 days from the Court's entry of the Order of Preliminary Approval of Class Action Settlement. Under Rule 23(c)(2)(B)(iv) of the Federal Rules of Civil Procedure, the Class Members will be notified that they may enter an appearance through an attorney at their own expense if the member so desires.

9. **RELEASES** – It is the agreement and intent of the Parties that this Agreement be construed and enforced as a release subject to the limitations and exclusions provided herein. Accordingly, it is hereby agreed that upon the Effective Date, the Class Representative and all of the Class Members not opting out, shall hereby be deemed to have, and by operation of this Agreement, shall have fully, finally, and forever remised, released, relinquished, discharged, and waived the Released Claims against the Released Parties from the beginning of time to the Effective Date hereof, on account of any and all loss or damages of any kind whatsoever, known or unknown, allegedly sustained or which may hereafter be sustained allegedly in consequence of, arising out of, resulting from or relating to all allegations, claims or defenses which have, or could have been raised in the Complaint.

The Parties understand and agree that the provisions of this paragraph shall be construed to exclude, and shall not impair, any right or cause of action arising from a breach of this Agreement, including, but not limited to, any future claims that may arise with regard to the implementation of the Agreement.

10. **SETTLEMENT CONSIDERATION** – In consideration for the foregoing releases, the Parties agree to the following:

A. Settlement Fund – Defendant, in consultation with the Class Administrator, will cause to be established a \$17,500 settlement fund (“Settlement Fund”), within 7 days after the Final Order Day. Each Class Member who timely submits a claim form via U.S. Mail will receive a pro-rata portion of the Settlement Fund, to be calculated (i) based on the number of Class Members who submit timely, valid claims, and (ii) after deductions owing to notice and administration costs exceeding \$9,000, if necessary, as provided below in ¶ 10(E).

Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail a settlement check to each Class Member who participates in the settlement. Defendant’s obligations pursuant to 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 that the Class Administrator will be obligated to take reasonable steps to forward all settlement checks returned with a forwarding address to such forwarding addresses. Each settlement check will be void 120 days after mailing.

To the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), such funds will be paid to Homeless Persons Representative Project, Inc. as a *cypres* recipient. No money from the Settlement Fund will revert back to Defendant.

B. Payment to Plaintiff – Separate and apart from the Settlement Fund, Defendant will pay \$1,000 to Mr. Smith pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) within 14 days after the Final Order Day.

C. Change in Defendant’s Conduct – Defendant affirms that, as of the date of this Agreement, it no longer uses an initial debt collection letter in the form received by Plaintiff and which gave rise to the instant action.

D. Attorneys’ Fees and Expenses of Class Counsel – In advance of the final fairness hearing, Class Counsel will file an application for reasonable attorneys’ fees, costs, and expenses in a total amount

not to exceed \$37,500, which Defendant will not oppose. Defendant agrees to reimburse Class Counsel for its attorneys' fees, costs, and expenses incurred and approved by the Court, provided, however, that Class Counsel will not accept more than \$37,500 consistent with this Agreement. Any amount awarded to Class Counsel for attorneys' fees, costs, and expenses will be paid by Defendant separate and apart from the Settlement Fund, costs of Settlement Administration, and any payments to Plaintiff.

Defendant will forward to Class Counsel payment for the attorneys' fees, costs and expenses awarded by the Court no later than 14 days after the Final Order Day. Upon payment of attorneys' fees, costs, and expenses to Class Counsel, the Released Parties will have no further obligation with respect to Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on behalf of Plaintiff or any Class Member.

E. Settlement Administration – Separate from the Settlement Fund, the payment to Plaintiff, and the Attorneys' Fees and Expenses of Class Counsel, Defendant will be responsible for paying the costs of class notice and administration of the settlement, up to \$9,000. Should the costs of notice and administration exceed \$9,000, such excess costs over \$9,000 will be paid from the Settlement Fund prior to its distribution to participating Class Members, unless such excess costs are the result of there being more than 3,042 Class Members, in which case any excess costs that are attributable to the additional Class Members over 3,042 will be paid by Defendant separate and apart from the Settlement Fund, the payment to Plaintiff, and the Attorneys' Fees and Expenses of Class Counsel. If notice and administration costs do not reach \$9,000, any remaining notice and administration funds will be added to the Settlement Fund prior to distribution of settlement proceeds to Class Members.

11. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims.

12. MUTUAL NON-DISPARAGEMENT – The parties will refrain from disparaging each other or taking any action designed to harm the perception of either party regarding any issue related directly or indirectly to the Lawsuit or the Agreement.

13. TERMINATION – After completing a good-faith negotiation, Plaintiff and Defendant will each have the right to terminate this Agreement by providing written notice to the other within 7 days following:

A. The Court’s refusal to enter an Order of Preliminary Approval of Class Action Settlement in substantially the form attached as Exhibit A;

B. The Court’s refusal to approve the settlement following notice to the Class Members and the final fairness hearing;

C. Notification that there are more than 3,042 Class Members; or

D. Notification that at least 20 Class Members excluded themselves from this settlement.

If either Class Counsel or Defendant terminates this Agreement as provided herein, the 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 this Agreement had never been executed.

The procedure for and the allowance or disallowance by the Court of any applications by Plaintiff or Class Counsel for attorneys’ fees, costs, and expenses are not part of the settlement set forth herein and are to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the settlement set forth herein. Any order regarding an application for attorneys’ fees,

costs, and expenses will not operate to terminate or cancel this settlement, or affect the finality of the settlement of this matter.

14. MISCELLANEOUS PROVISIONS – Any exhibits to this Agreement are an integral part of the settlement and are expressly incorporated herein as part of this Agreement.

15. This Agreement is for settlement purposes only and is a recognition that the Parties desire to buy peace in accordance with the terms of this Agreement. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by Defendant or any Released Party. Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members.

16. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

17. This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties. The terms of this Agreement are contractual.

18. This Agreement is to be interpreted in accordance with Maryland law.

19. Any dispute, challenge, or question relating to this Agreement is to be heard only by the United States District Court for the District of Maryland.

20. The Parties agree that the United States District Court for the District of Maryland has subject matter jurisdiction over the claims at issue and will request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, and over the administration and enforcement of this Agreement.

21. This Agreement will be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

22. In the event that any material provisions of this Agreement are held invalid or unenforceable for any reason, such invalidity or unenforceability does not affect other provisions of this Agreement if Plaintiff and Defendant mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.

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

24. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together constitutes one and the same instrument.

25. The Parties understand that this Agreement is a public document that will be filed with the Court for its review and approval. Notwithstanding, Class Counsel agrees that it will not use Defendant in any promotional materials. Class Counsel will post information about the settlement on its website, including the class notice, settlement agreement, and other documents of interest to Class Members.

26. Notices/Communications – All requests, demands, claims and other communications hereunder must: (a) be in writing; (b) be delivered by U.S. Mail; (c) be deemed to have been duly given on the date received; and (d) be addressed to the intended recipients as set forth below:

If to Plaintiff or the Class:

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

If to Defendant:

James A. Dickerman

Eccleston and Wolf, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive – 4th Floor
Hanover, Maryland 21076

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:



James A. Smith

Dated: February 27, 2018

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Telephone: 561-826-5477

Dated: February ____, 2018

Class Counsel

For Smith, Goldberg & Cohn, P.C.

Dated: February ____, 2018

James A. Dickerman
Eccleston and Wolf, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive – 4th Floor
Hanover, Maryland 21076
Telephone: 410-752-7474

Dated: February ____, 2018

Counsel for Defendant

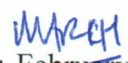
IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

James A. Smith

Dated: February ___, 2018



Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Telephone: 561-826-5477


Dated: February 1, 2018

Class Counsel

For Smith, Goldberg & Cohn, P.C.

Dated: February ___, 2018

James A. Dickerman
Eccleston and Wolf, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive – 4th Floor
Hanover, Maryland 21076
Telephone: 410-752-7474

Dated: February ___, 2018

Counsel for Defendant

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:


James A. Smith

Dated: February __, 2018

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Telephone: 561-826-5477

Dated: February __, 2018

Class Counsel



For Smith, Goldberg & Cohn, P.C.

Dated: February 27, 2018

Cohn, Goldberg & Deutch, L.L.C.



James A. Dickerman

March 1
Dated: February __, 2018

Eccleston and Wolf, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive – 4th Floor
Hanover, Maryland 21076
Telephone: 410-752-7474

Counsel for Defendant

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

JAMES A. SMITH, on behalf of himself and
others similarly situated,

Plaintiff,

v.

COHN, GOLDBERG & DEUTSCH, LLC,

Defendant.

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

WHEREAS, this Court has been advised that the parties to this action, James A. Smith (“Plaintiff” or “Class Representative”), and Cohn, Goldberg & Deutsch, LLC (“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 (“Lawsuit”) upon the terms and conditions set forth in the Class Action Settlement Agreement (“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 this Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held on _____, **2018**, 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:

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

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 Attorney General of the State of Maryland within 10 days of this Order.

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

All persons to whom Cohn, Goldberg & Deutsch, LLC mailed an initial debt collection communication, between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt secured by residential real estate, and which failed to include the term “current creditor.”

Defendant represents that there are 3,042 Class Members, including Plaintiff.

Pursuant to Rule 23, the Court appoints James A. Smith as the Class Representative. The Court also appoints Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel. *See Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017) (appointing Greenwald Davidson Radbil PLLC class counsel); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015) (Hazel, J.) (same); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 7769207 (E.D. Va. Dec. 1, 2015) (same).

This Court preliminarily finds 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;
- 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 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.

Decohen v. Abbasi, LLC, 299 F.R.D. 469, 477-78 (D. Md. 2014) (approving class action settlement).

This 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 (i) the benefits to the Class Members; (ii) the strengths and weaknesses of Plaintiff's case; (iii) the anticipated duration and expense of additional litigation; (iv) the risk and delay inherent in possible appeals; (v) the risk of collecting any judgment obtained on behalf of the Class; (vi) the limited amount of any potential total recovery for the Class, given the cap on statutory damages for claims brought pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*; and (vii) the opinion of Class Counsel, who are highly experienced in this area of class action litigation. *See In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991).

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. The costs of administration will be paid by Defendant separate and apart from the Settlement Fund, subject to the conditions provided in the parties' Settlement Agreement. Upon the recommendation of the parties, this Court hereby appoints the following class administrator: First Class, Inc.

This Court approves the form and substance of the Notice of Class Action Settlement, attached to the Settlement Agreement as Exhibit C. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Rule 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. This 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 21 days after the Court's entry of this order, *i.e.*, **no later than _____, 2018**. 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.

Any Class Member who wishes to receive a pro-rata portion of the Settlement Fund must send a valid, timely claim form 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 _____, 2018**.

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** _____, **2018**. 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.

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** _____, **2018**. 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; and Counsel for Defendant, James E. Dickerman, Eccleston and Wolf, P.C., Baltimore-Washington Law Center, 7240 Parkway Drive – 4th Floor, Hanover, Maryland 21076.

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 email address (if available) 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 District of Maryland; and

- (f) Contain a statement of the specific basis for each objection.

Any Class Member who has timely filed an objection may appear at the Final 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, costs, and expenses.

Upon final approval from the Court, the class administrator will mail a settlement check to each Class Member who submits a valid, timely claim form. Each participating Class Member will receive a pro-rata portion of the \$17,500 settlement fund. Additionally, Defendant will pay to the Class Representative the sum of \$1,000 as statutory damages pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k(a)(2)(B)(i).

The Court will conduct a hearing on _____, **2018** at the United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201, to review and rule upon the following issues:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 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.

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.

Submissions by the Parties, including memoranda in support of the proposed settlement, responses to any objections, and petitions for attorneys' 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 _____, 2018**. 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 _____, 2018**. 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 _____, 2018**.

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.

If the Settlement Agreement and/or this order are voided, 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.

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.

The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
	Preliminary Approval Order Entered
	Notice Sent (21 days after entry of Preliminary Approval Order)
	Deadline to Submit Claim Form, Send Exclusion, or File Objection (60 days after entry of Preliminary Approval Order)
	Motion for Final Approval, Responses to Any Objections, and Attorneys' Fees Petition Filed (28 days before Final Approval Hearing)
	Opposition to Motion for Final Approval and Attorneys' Fees Petition (14 days before Final Approval Hearing)
	Reply in support of Motion for Final Approval and Attorneys' Fees Petition (7 days before Final Approval Hearing)
	Final Approval Hearing Held

IT IS SO ORDERED.

Dated:

The Hon. Richard D. Bennett
U.S. District Judge

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

JAMES A. SMITH, on behalf of himself and
others similarly situated,

Plaintiff,

v.

COHN, GOLDBERG & DEUTSCH, LLC,

Defendant.

:
:
:
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: Civil Action No. 1:17-cv-02291-RDB
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[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

On March 1, 2018, James A. Smith (“Plaintiff”) filed his unopposed motion to preliminarily approve the parties’ proposed class settlement.

On _____, 2018, 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 Maryland.

On _____, 2018, this Court preliminarily approved the parties’ proposed settlement.

On _____, 2018, First Class, Inc. distributed notice of the parties’ proposed class settlement, as ordered.

On _____, 2018, Plaintiff filed his unopposed motion to finally approve the parties’ proposed settlement.

On _____, 2018, 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 Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All persons to whom Cohn, Goldberg & Deutsch, LLC mailed an initial debt collection communication, between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt secured by residential real estate, and which failed to include the term "current creditor."

This Court finds that this matter meets the applicable prerequisites for class action treatment under Rule 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.

Decohen v. Abbasi, LLC, 299 F.R.D. 469, 477-78 (D. Md. 2014) (approving class action settlement).

This Court also appoints James A. Smith as class representative for the class, and the following attorney and law firm as class counsel for class members:

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

Boca Raton, Florida 33431

See Johnston v. Kass Shuler, P.A., No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017) (appointing Greenwald Davidson Radbil PLLC class counsel); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015) (Hazel, J.) (same); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 7769207 (E.D. Va. Dec. 1, 2015) (same)

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

1. Defendant will create a class settlement fund ("Settlement Fund") in the amount of \$17,500, which will be distributed on a pro-rata basis to each of the 3,042 class members who submitted a valid, timely claim form, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii).
2. Defendant will pay to Plaintiff \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i).
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, up to \$9,000. Notice and administration costs above \$9,000 will be deducted from the Settlement Fund prior to its distribution to participating class members, subject to the conditions set forth in the parties' Settlement Agreement.

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 Rule 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.

This Court awards a total of \$37,500 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:

The Hon. Richard D. Bennett
U.S. District Judge

Exhibit C

What is this lawsuit about? James A. Smith (“Class Representative”) sued Cohn, Goldberg & Deutsch, LLC (“Defendant”) alleging that the company sent initial debt collection letters to consumers that contained improper disclosures under the Fair Debt Collection Practices Act (“FDCPA”) for not adequately identifying the current creditor of the alleged debt. In connection with a settlement, the Court certified a class of persons to whom Defendant sent an initial written communication, between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt secured by residential real estate, that failed to include the term “current creditor” (the “Class”).

Why did you receive this notice? You received this notice because the records of Defendant identified you as a member of the following class: All persons to whom Cohn, Goldberg & Deutsch, LLC mailed an initial debt collection communication, between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt secured by residential real estate, and which failed to include the term “current creditor.”

What does the settlement provide? (1) Defendant will establish a settlement fund in the amount of \$17,500 to pay the class members; (2) separately from the settlement fund, Defendant will pay the reasonable costs and expenses of administering the class action settlement, up to \$9,000 in total; (3) separately from the settlement fund, Defendant will also pay reasonable attorneys’ fees and costs not to exceed \$37,500, subject to the Court’s approval; and (4) separately from the settlement fund, Defendant also will pay the Class Representative \$1,000. Defendant has voluntarily chosen to no longer use an initial written communication in the form sent to class members for all future mailings in connection with the collection of a consumer debt.

What are my legal rights and options? As a class member, you have four options. First, you may timely complete and return the claim form found on the backside of this postcard, in which case you will receive a pro rata share of the settlement fund. Second, you may do nothing, in which case you will not receive a pro rata share of the settlement fund, but you will release any claim(s) that you have against Defendant related to the claims in this case. Third, you may exclude yourself from the settlement, in which case you will not receive a pro rata share of the settlement fund, but you will not release any claim(s) that you have against Defendant. And fourth, you may object to the settlement. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit www.gdrlawfirm.com, or contact the settlement administrator by writing to: First Class, Inc., c/o [ADDRESS].

When is the final fairness hearing? The Court will hold a final fairness hearing on [DATE], at [TIME]. The hearing will take place in United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

Front Inside

This is a notice of a settlement of a class action lawsuit. This is not a notice of a lawsuit against you.

You may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

Smith v. Cohn, Goldberg & Deutsch, LLC, 1:17-cv-02291-RDB

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

Smith v. Cohn, Goldberg & Deutsch, LLC

c/o _____

Permit
Info here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID >>
 <<Name>>
 <<Address>>
 <<City>>, <<State>> <<Zip>>

Front Outside

Carefully separate at perforation

UNITED STATES DISTRICT COURT
District of Maryland

Smith v. Cohn, Goldberg & Deutsch, LLC,
No. 1:17-cv-02291-RDB

CLAIM FORM

[admin] ID: «[Admin] ID»
«First Name» «Last Name»
«Address1»
«City», «State» «Zip»

Name/Address Changes:

I am a person with an address within the United States, to whom Cohn, Goldberg & Deutsch, LLC sent an initial letter between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt secured by residential real estate, and which failed to include the term "current creditor." I wish to participate in this settlement.

Bottom Inside

IF YOU MOVE AFTER SUBMITTING THIS CLAIM FORM, send your CHANGE OF ADDRESS to the Settlement Administrator at the address on the reverse of this form.

Signature: _____ Date: _____

To Receive A Payment You Must Sign, Date And Mail This Claim Form,
Postmarked On Or Before [DATE].

To exclude yourself from the class action settlement you must mail a written request for exclusion to the Claims Administrator, postmarked on or before [DATE].
Your request must include the information required by the Court's [DATE] Order.

Please Affix
Postage Here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

Smith v. Cohn, Goldberg & Deutsch, LLC

Exhibit D

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

You may benefit from this class action settlement.

You are not being sued.

If you received a debt collection letter from Cohn, Goldberg & Deutsch, LLC between August 10, 2016 and November 12, 2017 you may benefit from the settlement of this class action lawsuit.

*This case is titled James A. Smith v. Cohn, Goldberg & Deutsch, LLC,
Case No. 1:17-cv-02291-RDB*

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you received a debt collection communication from Cohn, Goldberg & Deutsch, LLC, between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt, that failed to specify a “current creditor,” you will receive a cash payment as explained in Section No. 6 below if you submit a valid, timely claim form.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you received a debt collection communication from Cohn, Goldberg & Deutsch, LLC, between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt, that failed to specify a “current creditor,” but you do not submit a valid, timely claim form, you will receive no benefits while also giving up your legal claims against Cohn, Goldberg & Deutsch, LLC.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up your legal claims against Cohn, Goldberg & Deutsch, LLC.
OBJECT	Write to the Court about why you don’t like the settlement. You may also appear at the fairness hearing.
GO TO A HEARING	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?

The Plaintiff, James A. Smith (“Plaintiff”), filed a class action lawsuit alleging that the Defendant, Cohn, Goldberg & Deutsch, LLC (“Defendant”), violated the Fair Debt Collection Practices Act (“FDCPA” or “the Law”) by sending him a debt collection letter that failed to specify the “current creditor” of the alleged debt. You received this notice because you have been identified from the Defendant’s records as a person to whom Defendant mailed a similar debt collection letter during the relevant time period. Defendant denies that its conduct violated the Law and has asserted affirmative defenses to Plaintiff’s claims.

2. What is this lawsuit about?

In this lawsuit, Plaintiff claimed that Defendant violated the Law by failing to specify the “current creditor” of the alleged debt in Defendant’s collection letter. Defendant denies that its conduct violated the Law and has asserted affirmative defenses to Plaintiff’s claims.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, James A. Smith) sue on behalf of a group of people (or a “Class”) who have similar claims. You are a member of the Class.

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:

All persons to whom Cohn, Goldberg & Deutsch, LLC mailed an initial debt collection communication, between August 10, 2016 and November 12, 2017, in connection with the collection of a consumer debt secured by residential real estate, and which failed to include the term “current creditor.”

You have been identified via Defendant’s records as a member of this Class. There are approximately 3,042 persons in total in the Class.

YOUR BENEFITS UNDER THE SETTLEMENT

6. What can I get from the settlement?

Everyone who submits a valid, timely claim form will receive a cash payment, though the amount of that payment will depend on the number of class members who participate. If every class member participates in the settlement, each class member will receive a cash payment of approximately \$5.75 from the \$17,500 settlement fund. But based on historical participation rates in this type of case, Class Counsel anticipates that participating class members will each receive between \$29 and \$60.

7. When will I receive these benefits?

If you submit a valid, timely claim form, you will receive these benefits approximately 60 days after the settlement has been finally approved.

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

You must submit a valid, timely claim form postmarked **no later than [DATE]**. If you do not submit a claim form, you will not be entitled to share in the settlement fund.

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

By staying in the settlement, 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 will pay \$1,000 to the Class Representative in settlement of his individual claims.

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 *James A. Smith v. Cohn, Goldberg & Deutsch, LLC*, Case No. 1:17-cv-02291-RDB. Be sure to include your name, address, telephone number, and email address (if applicable). 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 an award of attorneys’ fees and reimbursement of costs and litigation expenses of up to \$37,500 in total. You will not be charged by these lawyers; however, they will receive a payment from the Defendant in an amount of \$37,500, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate from the settlement fund.

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. 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. 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.

In this case, based upon Defendant's book value net worth, Class Counsel believes this settlement is very 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: *James A. Smith v. Cohn, Goldberg & Deutsch, LLC*, Case No. 1:17-cv-02291-RDB, your name, address, telephone number, and email address (if applicable). If you are objecting to the settlement, you may also appear at the fairness hearing (explained below).

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 both of the following addresses:

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

James A. Dickerman
Eccleston and Wolf, P.C.
7240 Parkway Drive – 4th Floor
Hanover, Maryland 21076

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 at **[TIME]** on **[DATE]** at the **United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201**. 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 District of Maryland.

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.*

You can call Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, FL 33431, the firm representing the Class, at (561) 826-5477 if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to jjohnson@gdrlawfirm.com or obtain information through Class Counsel's website at 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.