

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

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	:	<b>Civil Action No. 0:20-cv-60300-RS</b>
PAMELA LLOYD, on behalf of herself and others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
JAMES E. ALBERTELLI, P.A. d/b/a ALBERTELLI LAW	:	
	:	
Defendant.	:	
	:	
	x	

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**NOTICE OF CLASS ACTION SETTLEMENT**

**You have been identified by James E. Albertelli, P.A. d/b/a Albertelli Law as a potential member of a class.**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer, and you are not being sued.*

**IF JAMES E. ALBERTELLI, P.A. d/b/a ALBERTELLI LAW SENT YOU AN INITIAL WRITTEN COMMUNICATION BETWEEN FEBRUARY 12, 2019 AND AUGUST 6, 2020, IN CONNECTION WITH THE COLLECTION OF A CONSUMER DEBT, YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.**

- A consumer sued James E. Albertelli, P.A. d/b/a Albertelli Law (“Defendant”) alleging that Defendant sent initial debt collection letters to consumers that violated the federal Fair Debt Collection Practices Act (“FDCPA”).
- A settlement will provide \$23,400.44 (the “Settlement Fund”) to fully settle and release claims of a class of persons to whom Defendant mailed an initial debt collection communication between February 12, 2019 and August 6, 2020, in connection with the collection of a consumer debt.
- The Settlement Fund will be used to pay settlement amounts to class members who submit a valid and timely claim. Defendant, subject to the Court’s approval, will separately pay Class Counsel’s reasonable attorneys’ fees, expenses, and costs, the costs of notice and administration of the settlement, and an additional payment to the Class Representative.
- Your legal rights are affected, and you now have a choice to make:

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<p><b>SUBMIT A CLAIM FORM</b></p>	<p>If you submit a valid claim form by October 5, 2020, you will receive a pro-rata payment from the Settlement Fund and will give up your right to sue Defendant based on any of the released claims.</p>
<p><b>DO NOTHING</b></p>	<p>If you do nothing, you will not receive any funds and you will also give up your right to file a lawsuit against Defendant over the claims resolved in this case.</p>
<p><b>EXCLUDE YOURSELF FROM THE CASE</b></p>	<p>This is the only option that allows you to file a lawsuit against Defendant on your own regarding the legal claims in this case, but if you exercise this option you will not receive a settlement payment. The deadline for excluding yourself is October 5, 2020.</p>
<p><b>OBJECT TO THE SETTLEMENT</b></p>	<p>Write to the Court about why you do not believe the settlement is fair, reasonable, and adequate. The deadline for objecting is October 5, 2020.</p>

- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still must decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.
- **Any questions? Read on.**

**1. Why should I read this Notice?**

If Defendant mailed you an initial debt collection communication between February 12, 2019 and August 6, 2020, in connection with the collection of a consumer debt, this settlement may affect you. The Hon. Rodney Smith of the United States District Court for the Southern District of Florida is overseeing this class action. The lawsuit is known as *Pamela Lloyd v. James E. Albertelli, P.A. d/b/a Albertelli Law*, Case No. 0:20-cv-60300-RS (S.D. Fla.).

**2. What is this lawsuit about?**

Ms. Lloyd filed this lawsuit against Defendant alleging that certain language included or failed to be included in debt collection letters sent by Defendant violates the FDCPA. Defendant denies the allegations.

**3. What is a class action and who is involved?**

In a class action lawsuit, one or more people called “Class Representatives” file a lawsuit on behalf of other people

who have similar claims. In this case, the Class Representative is Ms. Pamela Lloyd. The people together are a “Class” or “Class Members.” The entity that the Class Representative sued—James E. Albertelli, P.A. d/b/a Albertelli Law—is called the “Defendant” in this case. The Court accordingly resolves the claims for all Class Members, except for those who exclude themselves from the class.

#### 4. Why is this lawsuit a class action?

The Court decided, for settlement purposes, that this lawsuit can be certified as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal court. Specifically, the Court found that:

- The Class Members are so numerous and geographically dispersed that joinder of all of them is impracticable;
- There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- Ms. Lloyd’s claims are typical of the claims of the Class Members;
- Ms. Lloyd and Class Counsel will fairly and adequately represent and protect the interests of all the Class Members; and
- 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.

#### 5. Why is there a settlement?

Ms. Lloyd and Defendant have agreed to settle the lawsuit to avoid the time, risk, and expense associated with continued litigation. Under the settlement, Participating Class Members will receive compensation to resolve the claims asserted in the lawsuit. Plaintiff and her attorneys think the class settlement is in the best interest of all Class Members.

#### 6. How do I know if I am a part of the settlement class?

Defendant’s records indicate that you may be a member of the class. You need to determine whether you are affected by this lawsuit. The class is defined as all persons (a) with an address within the States of Florida Texas, Georgia, Arkansas, Alabama, South Carolina, or Tennessee, (b) to whom James E. Albertelli, P.A. mailed an initial debt collection communication not returned as undeliverable to James E. Albertelli, P.A. d/b/a Albertelli Law, (c) in connection with the collection of a consumer debt, (d) between February 12, 2019 and August 6, 2020, (e) that (i) failed to include a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector, and (ii) failed to include a statement that, upon the consumer’s written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor, but (iii) that included the following statement:

IF, WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE, YOU NOTIFY US, AS STATED ABOVE, THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED AND/OR THAT YOU REQUEST, VALIDATION AND/OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, THE FAIR DEBT COLLECTION PRACTICES ACT REQUIRES US TO CEASE OUR COLLECTION EFFORTS, EVEN IF WE HAVE ALREADY FILED THE LAWSUIT, UNTIL WE PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR.

Defendant has identified a total of 9,047 potential Class Members.

#### 7. Do I have lawyers in this case?

The Court has appointed the law firm of Greenwald Davidson Radbil PLLC in Boca Raton, FL to act as Class Counsel to represent the interests of Class Members. You will not be personally charged by these lawyers. You may retain your own counsel to represent you at your own expense if you would like.

#### 8. How will class counsel be paid?

Class Counsel will ask the Court to approve the payment of their attorneys' fees, litigation costs and expenses up to \$45,000. The fees will pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and obtaining approval of the settlement. The Court may award less than the amount sought by Class Counsel. Any attorneys' fees and costs awarded to Class Counsel will be paid separate and apart from the Settlement Fund and thus will not diminish the Settlement Fund or Class Members' payments from the Settlement Fund.

#### 9. What does the settlement provide?

Defendant has agreed to pay \$23,400.44 into a fund, which will be divided equally among all Participating Class Members who file a timely claim, and does not include anyone who did not file a claim or has elected to exclude themselves from the Settlement.

Separate from the Settlement Fund, Defendant will pay: (1) the costs and expenses of administering the class action settlement; (2) \$1,000 to the Class Representative; and (3) an award of attorneys' fees, litigation costs and expenses not to exceed \$45,000 to Class Counsel, subject to court approval. Defendant also affirms that it will no longer use the form of debt collection letter that formed the basis for this lawsuit.

#### 10. How much will my payment be?

Class Counsel estimates that your share of the Settlement Fund will be between \$12.50 and \$51.50. Your share of the Settlement Fund may be more or may be less, depending on how many other people participate in the Settlement.

#### 11. Does this settlement mean that I do not have to pay the money Defendant is trying to collect from me?

No. This settlement does **not** impact any debt that Defendant is collecting from you, or has attempted to collect from you, including any debt for which you have entered into a payment plan. In other words, this settlement does not relieve you of any obligation to pay any debt owed, assuming you otherwise owe the debt.

#### 12. What am I giving up to stay in the Class?

Unless you exclude yourself from the settlement, you will be part of the class, which means you give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Claims as defined in the Agreement. Giving up your legal claims is called a "release." Unless you exclude yourself from the settlement, you will release all claims, actions, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees, of any nature whatsoever

which could have been or have been alleged against the Released Parties, pursuant to sections 1692g(a)(3), 1692g(a)(4) and 1692g(a)(5) of the FDCPA, including all “Unknown Claims”, arising out of, or based upon, an initial written debt collection communication from Defendant and any and all claims, actions, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees, of any nature whatsoever, pursuant to section 1692e of the FDCPA, including all “Unknown Claims”, arising out of, or based upon, Defendant’s conduct in advising consumers that the FDCPA would require Defendant to cease collection efforts if the consumer disputed the debt, requested validation of the debt, or requested creditor information, within the 30-day validation period, without advising the consumers that only a writing would trigger the cease collection requirement of the FDCPA. For more information on the release, Released Parties, and Released Claims, you may view a copy of the settlement agreement at [www.gdrllawfirm.com/Lloyd](http://www.gdrllawfirm.com/Lloyd).

### 13. How can I get a settlement award?

To qualify for a payment, you must mail a claim form, postmarked no later than October 5, 2020 to First Class, Inc./ J14437-Lloyd, 5410 W. Roosevelt Rd., Ste 222, Chicago, IL 60644-1490. Read the instructions carefully.

### 14. How do I get out of the settlement?

If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue Defendant regarding the claims asserted in this lawsuit, then you must take steps to get out of the settlement class. This is called “excluding yourself” from the settlement.

To exclude yourself from the settlement, you must send a letter by mail that (a) is signed by you; (b) includes your full name, address and phone number, and email address (if available); and (c) includes the following statement: “I/we request to be excluded from the settlement in the Lloyd action,” or words to that effect. No request for exclusion will be valid unless all of the information described above is included and the request for exclusion is submitted timely.

**You must mail your exclusion request postmarked no later than October 5, 2020 to the following address:**

**First Class, Inc. / J14437 – Lloyd  
5410 W. Roosevelt Rd. Ste. 222  
Chicago, IL 60644-1490**

### 15. How do I tell the Court that I do not agree with the settlement?

If you are a Class Member, you can object to the settlement or any part of the settlement that you do not believe is fair, reasonable, and adequate.

To object, you must file a written objection with the Court and send said written objection via first-class mail to both attorneys listed below, and to the Court, **postmarked no later than October 5, 2020**. In order for your written objection to be effective, it must: (a) contain a heading which includes the name of the case and case number; (b) include your full name, address, telephone number and email address (if available); (c) state the grounds for objection, as well as identify any documents that you desire the Court to consider, including proof that you are a Class Member and all legal authorities you intend to present at the settlement fairness hearing, and (d) state whether you intend to appear at the final fairness hearing on your own or through counsel.

James L. Davidson, Esq.  
Greenwald Davidson Radbil PLLC  
7601 N. Federal Highway, Suite A-230  
Boca Raton, FL 33487

Ernest H. Kohlmyer, III, Esquire  
Shepard, Smith, Kohlmyer & Hand, P.A.  
2300 Maitland Center Parkway, Suite 100  
Maitland, FL 32751

Clerk of the Court  
United States District Court  
Southern District of Florida  
U.S. Federal Building and Courthouse  
299 East Broward Boulevard  
Fort Lauderdale, FL 33301

#### 16. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate. You can object only if you stay in the settlement. Excluding yourself means that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

#### 17. What happens if I do nothing at all?

If you do nothing and the Court approves the settlement, you will not receive a payment from the Settlement Fund and you will release any claim you have against Defendant related to the allegations in this case. Unless you exclude yourself from the settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Claims as defined in the Agreement.

#### 18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing at 9:30 a.m. on December 8, 2020, at the United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Courtroom 310B, Fort Lauderdale, FL 33301. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate, hear any objections to the settlement, and consider whether final approval of the settlement should be granted. The Court may also decide how much to award to Class Counsel in attorneys' fees, costs, and expenses.

You do not need to attend the final fairness hearing. Class Counsel will appear on behalf of the Class. But you are welcome to come, or have your own lawyer appear at your own expense.

#### 19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 15 above. To speak at the Final Fairness Hearing, you must also file with the Clerk of Court your "Notice of Intention to Appear in *Pamela Lloyd v. James E. Albertelli, P.A. d/b/a Albertelli Law.*" Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be filed no later than October 5, 2020, and must be sent to all addresses in Question 15. You cannot speak at the hearing if you excluded yourself from the settlement.

#### 20. Is this the entire settlement agreement?

No. This notice is only a summary of the proposed settlement. More details are in the settlement agreement, which is available at [www.gdrllawfirm.com/Lloyd](http://www.gdrllawfirm.com/Lloyd).

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT OR ITS COUNSEL ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT CLASS COUNSEL AT THE ADDRESS LISTED ABOVE.**