



NAME
COMPANY
123 ADDRESS RD
ANYTOWN, FL 12345-6789

CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT • PINELLAS COUNTY, FLORIDA

**You may benefit from this class action settlement.
You are not being sued.**

**If you received a debt collection letter from Cianfrone, Nikoloff, Grant & Greenberg, P.A.
between January 20, 2020 and January 19, 2022,
you may benefit from the settlement of this class action lawsuit.**

This case is titled
Heidi L. Gathen v. Cianfrone, Nikoloff, Grant & Greenberg, P.A.,
Case No. 22-00284-CI.

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

This is a class action lawsuit about whether Cianfrone, Nikoloff, Grant & Greenberg, P.A. ("Defendant") violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA"), and the Florida Consumer Collection Practices Act ("FCCPA"), Fla Stat. § 559.55 *et seq.*, in attempting to collect certain alleged debts. The parties have agreed to a settlement of this lawsuit. Defendant has not admitted liability, and its agreement to settle should not be construed as an admission of liability or fault. The Court has not resolved the merits of this class action lawsuit.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING AND STAY IN THE SETTLEMENT	If you received a debt collection letter from Defendant, between January 20, 2020 and January 19, 2022, which stated, "If you dispute the amount due, we would appreciate you submitting any documentation or evidence that you have in support of your contention that the amounts due are not correct," or "Please only respond in writing by mail or facsimile," you will receive approximately \$7.42. If Defendant sent you that collection letter on behalf of Countryside North Community Association, Inc., you will receive approximately \$149.52 more, for an approximate total of \$156.94.
ASK TO BE EXCLUDED	If you exclude yourself, you will get no payment. This allows you to pursue claims against Defendant on your own that are otherwise resolved by this lawsuit.
OBJECT	You may write to the Court about why you do not agree with the settlement.

These 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. If it does, and after any appeals are resolved, money will be distributed to those who qualify. Please be patient.

1. What is the purpose of this notice?

A Court authorized this notice to advise class members about a proposed settlement of this class action, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the parties’ settlement agreement, and after any appeals are resolved, payments will be made to everyone who does not exclude himself or herself. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

2. What is this lawsuit about?

The lawsuit claims that Defendant violated the FDCPA and FCCPA in several ways by mailing a specific form of debt collection letter to consumers in Florida. Some of those letters Defendant mailed on behalf of Countryside North Community Association, Inc. Plaintiff contends that the collection letters all included verbiage that conflicted with certain mandatory disclosures, and for the Countryside North letters in particular, that the alleged debts Defendant sought to collect were improper, resulting in persons who received the Countryside North letters potentially paying amounts that were not owed. Defendant disagrees and maintains that it did not act wrongfully or unlawfully, and Defendant’s agreement to settle these claims should not be construed as an admission of liability. The Court did not decide who is right and who is wrong.

3. What is a class action?

In a class action, one or more people called a “Class Representative” (here, Heidi L. Gathen) sue on behalf of themselves and others who have similar claims. All these people with similar claims are the “Class Members,” or collectively the “Class.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Both sides agreed to settle to avoid the cost, risk, and delay of litigation, and the uncertainty of trial. The Court did not decide in favor of Ms. Gathen or Defendant. By settling, the parties avoid the cost and risk of a trial, and the people who qualify will get compensation. The Class Representative and her attorneys think the settlement is best for all class members.

5. How do I know if I am part of the settlement?

There are two related settlement classes here, both of which are comprised of individuals who received collection letters from Defendant. The first and largest class is the “Overshadowing Class,” which includes all persons in Florida to whom Defendant mailed an initial debt collection letter between January 20, 2021 and January 19, 2022, in connection with the collection of a consumer debt, in which Defendant stated: “If you dispute the amount due, we would appreciate you submitting any documentation or evidence that you have in support of your contention that the amounts due are not correct,” or “Please only respond in writing by mail or facsimile.” According to Defendant’s records, there are approximately 673 persons in this Overshadowing Class who received such collection letters.

The second, smaller class is the “Countryside North Class,” which includes all persons in Florida to whom Defendant mailed a debt collection letter between January 20, 2020 and January 19, 2022, on behalf of Countryside North Community Association, Inc., in which Defendant attempted to collect assessments in the amount of \$125 for 2019, 2020, or 2021. According to Defendant’s records, there are approximately 84 persons in this Countryside North Class who received such collection letters.

If you received a subject collection letter from Defendant concerning any type of alleged debt other than assessments for Countryside North Community Association, Inc., you may only be a member of the Overshadowing Class.

On the other hand, if you received a subject collection letter from Defendant concerning Countryside North assessments, then you may be a member of both classes.

6. What can I get from the settlement?

As part of the settlement, Defendant will establish two separate settlement funds, one to benefit all Overshadowing Class members, and another to benefit all Countryside North Class members. The settlement fund for Overshadowing Class members totals \$5,000, and if every Overshadowing Class member participates in the settlement, each class member will receive a pro-rata cash payment of approximately \$7.42.

Separately, Defendant will establish a second settlement fund totaling \$12,560 for the benefit of only Countryside North Class members. This settlement fund is larger to account for Countryside North Class Members having additional claims, and potentially out-of-pocket losses, and thus greater potential damages, as compared to Overshadowing Class members. If every Countryside North Class member participates in the settlement, each class member will receive a pro-rata cash payment of approximately \$149.52 from the Countryside North Class settlement fund. When combined with their separate recoveries from the Overshadowing Class settlement fund, participating Countryside North Class members each will receive approximately \$156.94 in total.

In addition, Defendant has ceased using the very collection language that Plaintiff contended violated the FDCPA.

7. Do I still owe the money that the defendant sought to collect from me?

This settlement does not affect any obligation you may have to pay any valid debts that Defendant may be trying to collect from you.

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

Nothing. Unless you take steps to exclude yourself from the settlement, you will receive these benefits approximately 60 days after the settlement has been finally approved.

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

Unless you exclude yourself (as explained below), you remain in the class(es), which means all of the Court's orders will apply to you, and you cannot individually sue Defendant over the claims settled in this case. If you stay in the class(es), you will agree to release and discharge Defendant as described in the settlement agreement.

10. How do I get out of the settlement?

If you don't want a payment from this settlement, but you want to keep the right to individually sue Defendant about the issues in this case, then you must take steps to 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 *Heidi L. Gathen v. Cianfrone, Nikoloff, Grant & Greenberg, P.A.*, Case No. 22-00284-CI, including your full name, address, telephone number, email address (if available), and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. You must mail your request for exclusion postmarked **on or before May 26, 2023** to:

Gathen v. Cianfrone, Nikoloff
Class-Settlement.com
P.O. Box 9009
Hicksville, NY 11802-9009

Submitting a timely and valid exclusion request, in writing, is the only way to exclude yourself from the settlement.

11. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to individually sue Defendant for the claims that this settlement resolves.

12. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not receive any payment, but you will have the right to sue Defendant over the claims raised in this lawsuit, either on your own or as part of 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.

13. Do I have a lawyer in this case?

The Court appointed James L. Davidson and Jesse S. Johnson of Greenwald Davidson Radbil PLLC as "Class Counsel" to represent you and other class members. You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

14. How will the lawyers and Class Representative be paid?

Class Counsel will ask the Court for \$44,000, to be paid separately from monies paid to class members, to cover Class Counsel's attorneys' fees and reimbursement of their litigation costs and expenses incurred in this action. The Court may award Class Counsel less than this amount. You will be able to view Class Counsel's Motion for Attorneys' Fees and Reimbursement of Litigation Costs and Expenses on Class Counsel's website, www.gdrllawfirm.com/Cianfrone, once that motion has been filed with the Court.

Separately, Defendant will pay the Class Representative \$2,000 in settlement of her individual claims.

15. Is this a fair settlement?

The FDCPA is a federal statute which provides for both individual actions and class actions. The FCCPA is a similar statute enacted to protect Florida residents, and it likewise provides for both individual actions and class actions.

In a class action under the FDCPA or FCCPA, 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 addition, 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 net worth and the damages allowed under the FDCPA and FCCPA, Plaintiff and Class Counsel believe this settlement is very favorable to all class members.

16. How do I tell the Court if 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 be effective, your objection must be in writing and must: (a) contain a heading which includes the name of the case and case number: *Heidi L. Gathen v. Cianfrone, Nikoloff, Grant & Greenberg, P.A.*, Case No. 22-00284-CI; (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 all legal authorities you intend to present at the settlement fairness hearing, and provide evidence that you are a class member; (d) state whether you intend to appear at the final fairness hearing on your own or through counsel; and (e) include your signature.

For your written objection to be valid, it must be postmarked **no later than May 26, 2023**, and you must send it via first-class mail to the Court and to the two attorneys listed below:

Jesse S. Johnson Greenwald Davidson Radbil PLLC 5550 Glades Road, Suite 500 Boca Raton, FL 33431	Sheena D. Smith Cole, Scott & Kissane P.A. 222 Lakeview Avenue, Suite 120 West Palm Beach, FL 33401	Clerk of the Circuit Court, Pinellas County, Florida St. Petersburg Judicial Building 545 1st Avenue North St. Petersburg, FL 33701
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17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the class. If you object, and if the Court approves the settlement anyway, you will still be legally bound by the result.

Excluding yourself is telling the Court that you do not want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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

The Court has scheduled a settlement approval hearing (“Settlement Approval Hearing”) at **11:00 a.m.** on **June 29, 2023** at the St. Petersburg Judicial Building, 545 1st Avenue North, St. Petersburg, Florida 33701. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. However, you are welcome to appear at your own expense.

20. What happens if I do nothing at all?

If you do nothing and the Court approves the settlement, you will receive a settlement check for approximately \$7.42 if you are an Overshadowing Class member, or approximately \$156.94 if you are a member of both the Overshadowing Class and the Countryside North Class, and you will be bound by the terms of the settlement.

21. How do I get more information about the settlement?

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 at the office of the Clerk of the Court, Circuit Court of the Sixth Judicial Circuit, Pinellas County, Florida.

In addition, the Settlement Agreement, Plaintiff’s motion for preliminary approval of the settlement, the Court’s Order granting preliminary settlement approval, and Class Counsel’s motion for attorney’s fees will be available on Class Counsel’s website, www.gdrlawfirm.com/Cianfrone.

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, the firm representing the classes, 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/Cianfrone.

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