

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

FRANDLEY LOUIS, on behalf of herself and
others similarly situated,

Plaintiff,

v.

BCG EQUITIES, LLC,

Defendant.

Pursuant to 28 U.S.C. § 1746, I declare as follows:

1. My name is Jesse S. Johnson.
2. I am over twenty-one years of age.
3. I am fully competent to make the statements included in this declaration, and I have personal knowledge of these statements.
4. I am a partner at Greenwald Davidson Radbil PLLC (“GDR”), counsel for Frandley Louis (“Plaintiff”) and the proposed settlement class in the above-titled action.
5. I am admitted to practice before this Court.
6. I submit this declaration in support of Plaintiff’s unopposed motion for preliminary approval of the parties’ class action settlement.
7. I graduated from the University of Florida in 2005 and from the University of Florida Fredric G. Levin College of Law in 2009.
8. I have extensive experience litigating consumer protection and securities fraud class actions, including class actions brought under the Fair Debt Collection Practices Act (“FDCPA”).

9. Numerous courts within Florida have appointed GDR class counsel in consumer protection class actions like the case at bar. *See, e.g., Jin v. TECO Energy, Inc.*, No. 21-CA-003668 (13th Cir., Hillsborough Cnty., Fla. February 14, 2023); *Denning v. Mankin Law Grp., P.A.*, No. 21-2822, 2022 WL 16956527 (M.D. Fla. Nov. 15, 2022); *Sinkfield v. Persolve Recoveries, LLC*, No. 21-80338, 2022 WL 16956460 (S.D. Fla. Oct. 17, 2022) (Altman, J.); *Brown v. Fla. Power & Light Co.*, No. 50-2021-CA-011651 (15th Cir., Palm Beach Cnty., Fla. July 22, 2022); *Acuna v. Medical-Com. Audit, Inc.*, No. 21-81256, 2022 WL 404674 (S.D. Fla. Feb. 9, 2022) (Dimitrouleas, J.); *Brockman v. Mankin Law Grp., P.A.*, No. 20-893, 2021 WL 911265 (M.D. Fla. Mar. 10, 2021); *Newman v. Eduardo Meloni, P.A.*, No. 20-60027, 2020 WL 3052801 (S.D. Fla. June 5, 2020) (Ungaro, J.); *Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020) (Altman, J.); *Sullivan v. Marinosci Law Grp., P.C., P.A.*, No. 18-81368, 2019 WL 3940256 (S.D. Fla. Aug. 19, 2019) (Middlebrooks, J.); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019); *Dickens v. GC Servs. Ltd. P'ship*, 336 F. Supp. 3d 1369 (M.D. Fla. 2018); *Reyes v. BCA Fin. Servs., Inc.*, No. 16-24077, 2018 WL 3145807 (S.D. Fla. June 26, 2018) (Goodman, M.J.), *class decertified by request*, *Reyes v. BCA Fin. Servs., Inc.* (S.D. Fla. March 18, 2020); *Kagno v. Bush Ross, P.A.*, No. 17-1468, 2017 WL 6026494 (M.D. Fla. Dec. 4, 2017); *Johnson v. NPAS Sols., LLC*, No. 17-80393, 2017 WL 6060778 (S.D. Fla. Dec. 4, 2017) (Rosenberg, J.); *James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2017 WL 2472499 (M.D. Fla. June 5, 2017); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017); *Roundtree v. Bush Ross, P.A.*, No. 14-357, 2016 WL 360721 (M.D. Fla. Jan. 28, 2016); *Gonzalez v. Dynamic Recovery Sols., LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329 (S.D. Fla. Feb. 23, 2015) (Bloom, J.).

10. Likewise, other courts throughout the country have appointed GDR class counsel in consumer protection matters. *See, e.g., Head v. Citibank, N.A.*, 340 F.R.D. 145 (D. Ariz. 2022); *Wesley v. Snap Fin. LLC*, 339 F.R.D. 277 (D. Utah 2021); *Isakova v. Klein, Daday, Aretos & O'Donoghue LLC*, No. 19-5221 (E.D.N.Y. May 26, 2021); *Reeves v. Patenaude & Felix, A.P.C.*, No. 20-11034, 2021 WL 1186145 (E.D. Mich. Mar. 26, 2021); *Jewell v. HSN, Inc.*, No. 19-247, 2020 WL 4904427 (W.D. Wis. Aug. 19, 2020); *Aikens v. Malcolm Cisneros*, No. 17-2462, 2019 WL 3491928 (C.D. Cal. July 31, 2019); *Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 19-163, ECF No. 17 (D. Md. July 1, 2019); *Spencer v. #1 A LifeSafer of Ariz. LLC*, No. 18-225, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019); *Knapper v. Cox Commc'ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019); *Whatley v. TRS Recovery Servs., Inc.*, No. 17-133, ECF No. 43 (E.D. Tex. Apr. 4, 2018); *Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-338, 2017 WL 6759382 (W.D. Wis. Dec. 29, 2017); *Johnson v. Navient Sols., Inc., f/k/a Sallie Mae, Inc.*, No. 15-716 (S.D. Ind. July 13, 2017); *Toure & Heard v. Navient Sols., Inc., f/k/a Sallie Mae, Inc.*, No. 17-71 (S.D. Ind. July 13, 2017); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 5109533 (N.D. Ga. Sept. 13, 2016); *Schuchardt v. Law Office of Rory W. Clark*, No. 15-1329, 2016 WL 232435 (N.D. Cal. Jan. 20, 2016); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Chapman v. Bowman, Heintz, Boscia & Vician, P.C.*, No. 15-120, 2015 WL 9478548 (N.D. Ind. Dec. 29, 2015); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Ritchie v. Van Ru Credit Corp.*, No. 12-1714, 2014 WL 3955268 (D. Ariz. Aug. 13, 2014).

11. As court-appointed class counsel, GDR has helped to recover over \$120 million for aggrieved consumers.

12. Multiple courts have commented on GDR's useful knowledge and experience in connection with class action litigation.

13. For example, in *Schwyhart v. AmSher Collection Servs., Inc.*, Judge John E. Ott, Chief Magistrate Judge of the Northern District of Alabama, stated upon granting final approval of a Telephone Consumer Protection Act ("TCPA") settlement in which he appointed GDR as class counsel:

I cannot reiterate enough how impressed I am with both your handling of the case, both in the Court's presence as well as on the phone conferences, as well as in the written materials submitted. . . . I am very satisfied and I am very pleased with what I have seen in this case. As a judge, I don't get to say that every time, so that is quite a compliment to you all, and thank you for that.

No. 15-1175 (N.D. Ala. Mar. 15, 2017).

14. In *Ritchie v. Van Ru Credit Corp.*, Judge Stephen McNamee, Senior U.S. District Court Judge for the District of Arizona, stated upon granting final approval of the TCPA class settlement at issue:

I want to thank all of you. It's been a pleasure. I hope that you will come back and see us at some time in the future. And if you don't, I have a lot of cases I would like to assign you, because you've been immensely helpful both to your clients and to the Court. And that's important. So I want to thank you all very much.

No. 12-1714 (D. Ariz. July 21, 2014).

15. In *McWilliams v. Advanced Recovery Sys., Inc.*, Judge Carlton W. Reeves of the Southern District of Mississippi described GDR as follows:

More important, frankly, is the skill with which plaintiff's counsel litigated this matter. On that point there is no disagreement. Defense counsel concedes that her opponent—a specialist in the field who has been class counsel in dozens of these matters across the country—'is to be commended for his work' for the class, 'was professional at all times' . . . , and used his 'excellent negotiation skills' to achieve a settlement fund greater than that required by the law.

The undersigned concurs . . . Counsel's level of experience in handling cases

brought under the FDCPA, other consumer protection statutes, and class actions generally cannot be overstated.

No. 15-70, 2017 WL 2625118, at *3 (S.D. Miss. June 16, 2017).

16. Similarly, in *Roundtree v. Bush Ross, P.A.*, Judge James Whittemore of the Middle District of Florida wrote in certifying three separate FDCPA classes and appointing GDR class counsel: “Greenwald [Davidson Radbil PLLC] has been appointed as class counsel in a number of actions and thus provides great experience in representing plaintiffs in consumer class actions.” 304 F.R.D. 644, 661 (M.D. Fla. Feb. 18, 2015).

17. As well, Judge Steven Merryday of the Middle District of Florida wrote in appointing GDR class counsel in *James v. JPMorgan Chase Bank, N.A.* that “Michael L. Greenwald, James L. Davidson, and Aaron D. Radbil of Greenwald Davidson Radbil PLLC, each . . . has significant experience litigating TCPA class actions.” No. 15-2424, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016).

18. In *Bellum v. Law Offices of Frederic I. Weinberg & Assocs., P.C.*, Judge C. Darnell Jones II of the Eastern District of Pennsylvania took care to point out that GDR was appointed as FDCPA class counsel “precisely because of their expertise and ability to represent the class in this matter.” 2016 WL 4766079, at *5 (E.D. Pa. Sept. 13, 2016).

19. In *Donnelly v. EquityExperts.org, LLC*, Judge Terrence G. Berg of the Eastern District of Michigan stated upon approving an FDCPA class action settlement and appointing GDR as class counsel:

[W]e see a fair number of FDCPA cases that are not necessarily at this level of sophistication or seriousness but I think that the—both sides appear to have really approached this with a positive attitude in trying to reach a settlement that from what I can see, appears to be the right thing to do in a reasonable and appropriate way.

No. 13-10017 (E.D. Mich. Jan. 14, 2015).

20. In *Riddle v. Atkins & Ogle Law Offices, LC*, Judge Robert C. Chambers of the Southern District of West Virginia noted in approving an FDCPA class settlement:

GDR is an experienced firm that has successfully litigated many complex consumer class actions. Because of its experience, GDR has been appointed class counsel in many class actions throughout the country, including several in the Fourth Circuit. GDR employed that experience here in negotiating a favorable result that avoids protracted litigation, trial, and appeals.

No. 19-249, 2020 WL 3496470, at *3 (S.D. W. Va. June 29, 2020) (internal citations omitted).

21. Judge Mary Scriven of the Middle District of Florida remarked in connection with approval of an FDCPA class settlement and resulting attorneys' fees award: "GDR is an experienced firm that has successfully litigated many complex consumer class actions. Because of its experience, GDR has been appointed class counsel in many class actions throughout the country, including several in this district." *Brockman v. Mankin Law Grp., P.A.*, No. 20-893, 2021 WL 913082 (M.D. Fla. Mar. 10, 2021).

22. Additional information about GDR is available at www.gdrlawfirm.com.

23. GDR has, and will continue to, vigorously protect the interests of the settlement class.

24. GDR has advanced all costs necessary to prosecute this action to date, and it will continue to do so through preliminary and final approval.

25. I firmly believe this settlement to be fair, reasonable, and adequate, and in the best interests of all class members.

26. BCG Equities, LLC ("Defendant") will establish a \$6,500 non-reversionary class settlement fund for the benefit of approximately 66 members of the settlement class, resulting in an anticipated per-person recovery of approximately \$98.48, assuming full class participation.

27. The parties have agreed that, upon the expiration of class settlement checks, any unclaimed settlement funds will be forwarded to the Legal Aid Society of Palm Beach County as a *cy pres* award recipient, rather than revert to Defendant.

28. Defendant separately will pay a full individual statutory damages award of \$1,000 to Plaintiff.

29. Moreover, Defendant has confirmed that it will no longer file lawsuits to collect consumer debt in the state of Florida without first registering as a consumer collection agency with the State of Florida Office of Financial Regulation.

30. Defendant separately will pay the costs of class notice and settlement administration, so as not to dilute the class settlement fund or Plaintiff's individual damages award.

31. Defendant also will separately pay an award of attorneys' fees, costs, and litigation expenses to GDR, as determined by the Court in connection with separate motion briefing in advance of the final fairness hearing.

32. 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.

33. Given the excellent recoveries obtained here—particularly in light of the risks associated with continued litigation, as well as the limitations on damages imposed by the FDCPA—I firmly believe that this settlement is fair, reasonable, and adequate, and should be approved.

34. Attached as Exhibit 1 is a true and correct copy 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 Approval Order (Exhibit B); and (iii) the proposed direct mail class notice (Exhibit C).

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

Dated: September 24, 2024

/s/ Jesse S. Johnson
Jesse S. Johnson

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

| | | | |
|--|---|---|--|
| <hr/> | | : | Case No. 24-61084-CV-DIMITROULEAS |
| FRANDLEY LOUIS, on behalf of herself and | : | : | |
| others similarly situated, | : | : | |
| | : | : | |
| Plaintiff, | : | : | |
| | : | : | |
| v. | : | : | |
| | : | : | |
| BCG EQUITIES, LLC, | : | : | |
| | : | : | |
| Defendant. | : | : | |
| <hr/> | | : | |

CLASS ACTION SETTLEMENT AGREEMENT

This class action settlement agreement (“Agreement”) is entered into between Frandley Louis (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and BCG Equities, LLC (“Defendant”). This Agreement is intended by Defendant and Plaintiff, on behalf of herself 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 June 20, 2024, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court for the Southern District of Florida, Case No. 24-61084-CV-DIMITROULEAS, 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 Florida consumers;

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, including the amount of money potentially available to the Class Members in light of Defendant's net worth and the cap on statutory damages set forth in the FDCPA, 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 Parties engaged in informal discovery concerning the class size, potential class damages, and the merits of Plaintiff's claims and Defendant's defenses thereto;

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

WHEREAS, the Parties agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, and to secure the Court's approval of the same.

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

C. “Class” means all persons who meet the following definition:

All persons (a) with a Florida address, (b) against whom BCG Equities, LLC filed a complaint in a Florida court, (c) in connection with the collection of a consumer debt, (d) from June 21, 2023 through August 2, 2024.

D. “Class Member” means any person who meets the definition of the Class.

E. “Released Claims” means all claims for violations of sections 1692e, 1692e(2)(A), 1692e(5), and 1692f of the FDCPA, and any similar Florida statutory and common law claims, related to the allegations in the Lawsuit that Defendant filed debt collection complaints, against Class Members, in Florida courts, between June 21, 2023 and August 2, 2024, without having registered as a consumer collection agency with the State of Florida Office of Financial Regulation.

F. “Released Parties” means BCG Equities, LLC and each of its past, present, and future directors, officers, employees, partners, principals, members, managers, shareholders, lawyers, law firms, and all employed by them.

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). Defendant represents that there are a total of 66 potential Class Members.

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The Parties

agree that Plaintiff Frandley Louis should be appointed as the Class Representative for the Class Members, and that James L. Davidson and 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 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 Plaintiff will file an unopposed motion requesting that the court enter a Final Order and Judgment 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) and any other payments to Plaintiff or Class Counsel, as set forth below. The Class Administrator will be responsible for mailing the approved Direct Mail Notices and settlement checks to the Class Members.

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

A. Direct Mail Notice – The Class Administrator will, as expeditiously as possible but not to exceed 21 days after 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 potential Class

Member at his or her last known valid address, address correction requested, as provided by Defendant. Defendant will provide the names and last-known addresses of all potential Class Members to the Class Administrator, in a Microsoft Excel spreadsheet or some other editable format, within 10 days of the filing of Plaintiff's unopposed motion for preliminary approval of class action settlement.

Before sending the Direct Mail Notices, 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 update the Class Member address list with all forwarding addresses. If any notice is returned undeliverable without a new address, the Class Administrator will run a skip-trace search to attempt to locate an updated address and will re-mail the notice to the new address if a new address can be located. The Direct Mail Notice to all potential Class Members will be in substantially the same form attached as **Exhibit C**, subject to the Court's approval of the notice.

B. 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 copy of the Direct Mail Notice, along with other pertinent case materials such as the complaint, this settlement agreement, and the Order of Preliminary Approval of Class Action Settlement. These items will remain on Class Counsel's website until the final void date of any settlement check issued pursuant to this Agreement.

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

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 to Class Counsel a list of the names of each Class Member who submitted a timely exclusion. 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, and his or her signature.

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

D. Requests to be excluded from the Agreement must be provided in an individual capacity for each respective Class Member. "Mass," "class," and/or "representative" exclusion requests made on behalf of multiple Class Members are not acceptable and will not be valid.

E. 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.

F. 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; whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel; and his or her signature. Further, the Class Member must attach to his or her objection

any documents supporting the objection, including documentation confirming that the objector is a Class Member.

G. 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.

H. If a Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection) and will be excluded from the Class.

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

J. Subject to approval by the Court, a final 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. Class Members will be notified that they may enter an appearance through an attorney at their own expense if they so desire.

9. RELEASES – As of the Effective Date, Plaintiff and the Class Members who did not timely exclude themselves fully, finally, and forever settle, release, and discharge the Released Parties from the Released Claims, and are forever barred from asserting any of the Released Claims in any court against any of the Released Parties.

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, and within 7 days after the Final Order Day, will cause to be established a non-reversionary \$6,500 settlement fund (“Settlement Fund”) for the benefit of the Class Members. Each Class Member who does not exclude himself or herself will receive a pro-rata portion of the Settlement Fund.

The amount of the Settlement Fund is contingent on there being no more than 66 potential Class Members, including Plaintiff. Should Defendant discover additional potential Class Members, the Settlement Fund will be increased by \$98.48 per additional potential Class Member over 66.

Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail a settlement check to each participating Class Member who does not exclude himself or herself. 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 90 days after mailing.

To the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), such residual funds will be paid to Legal Aid Society of Palm Beach County as a *cy pres* recipient.

B. Payment to Plaintiff – In addition to her pro-rata share of the Settlement Fund, Defendant separately will pay to Plaintiff \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i) (the “Payment to Plaintiff”). Defendant will pay the Payment to Plaintiff within 7 days of the Final Order Day. Plaintiff's pro-rata share of the Settlement Fund will be distributed as explained above in ¶ 10(A).

C. Change in Defendant's Conduct – Defendant affirms that, as of the date of this Agreement, and while denying any past wrongdoing, it no longer files, and will continue not to file, lawsuits to collect consumer debt in the state of Florida without first registering as a consumer collection agency with the State of Florida Office of Financial Regulation.

D. Attorneys' Fees, Costs, and Expenses of Class Counsel – For the limited purposes of this settlement and for purposes of an award of attorneys' fees and reimbursement of litigation costs and expenses, Plaintiff is considered the prevailing party in this litigation under 15 U.S.C. § 1692k(a)(3). If the Parties' settlement is granted final approval by the Court, Defendant will not raise as a defense or argument that Plaintiff is not the prevailing party under the FDCPA in the Lawsuit. In advance of the final fairness hearing, Plaintiff will file an application for an award of reasonable attorneys' fees, costs, and expenses. Defendant will not oppose Plaintiff's application for attorneys' fees in an amount up to \$30,000, nor her request for reimbursement of reasonable costs and expenses incurred by her and her counsel in connection with the Lawsuit. If Plaintiff ultimately seeks more than \$30,000 in attorneys' fees, Defendant may contest the amount in excess of \$30,000, if it so chooses. Any amount awarded to Class Counsel for attorneys' fees, costs, and expenses will be paid by Defendant separate and apart from the Settlement Fund, the Payment to Plaintiff, and all payments for class notice and administration costs.

Defendant will forward to Class Counsel payment for the attorneys' fees, costs, and expenses awarded by the Court no later than 7 days after the Court's order approving such attorneys' fees, costs, and expenses becomes final. Upon payment of the full amount awarded in 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 and apart from the Settlement Fund, the Payment to Plaintiff, and the Attorneys' Fees, Costs, and Expenses of Class Counsel, Defendant will be responsible for paying all costs of class notice and administration of the settlement by the Class Administrator.

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

- A. The Court’s refusal to preliminarily approve the settlement;
- B. The Court’s refusal to approve the settlement following notice to the Class Members and the final fairness hearing; or
- C. The Court approving the settlement, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

If either Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement will be null and void and 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 to affect the finality of the settlement of this matter.

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

14. This Agreement is for settlement purposes only. 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.

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

16. 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.

17. This Agreement is to be interpreted in accordance with Florida law.

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

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

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

21. If, after the date of this Agreement, any material provision hereof is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and the remainder of the Agreement shall remain enforceable and not affected thereby if mutually agreed by Plaintiff and Defendant.

22. 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.

23. 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.

24. The Parties understand that this Agreement is a public document that will be filed with the Court for its review and approval. Class Counsel will post information about the settlement on its website, including the complaint, class notice, settlement agreement, and other documents of interest to Class Members.

25. Notices & Communications – All requests, demands, 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 Members:

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

If to Defendant:

Stuart Jay Levine
Walters Levine & DeGrave
601 Bayshore Blvd, Suite 720
Tampa, Florida 33606

[SIGNATURES ON FOLLOWING PAGE]

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

Frandle Louis
Frandle Louis (Sep 19, 2024 10:09 EDT)

Frandle Louis

Dated: 09/19/2024

Jesse Johnson
Jesse Johnson (Sep 19, 2024 14:44 EDT)

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

Dated: 09/19/2024

Class Counsel

For BCG Equities, LLC

Dated: _____

Stuart Jay Levine
Walters Levine & DeGrave
601 Bayshore Blvd, Suite 720
Tampa, Florida 33606

Dated: _____

Counsel for Defendant

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

Frandley Louis

Dated: _____

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

Dated: _____

Class Counsel

Amanda Duffy

For BCG Equities, LLC
for BCG
Amanda Duffy
PO Box 172069
Tampa, FL 33672

Dated: 9/19/2024

Stuart Jay Levine

Walters Levine & DeGrave
601 Bayshore Blvd, Suite 720
Tampa, Florida 33606

Dated: 9/19/24

Counsel for Defendant

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

| | | |
|--------------------------------------|---|--|
| | : | Case No. 24-61084-CV-DIMITROULEAS |
| FRANDLEY LOUIS, on behalf of herself | : | |
| and others similarly situated, | : | |
| | : | |
| Plaintiff, | : | |
| | : | |
| v. | : | |
| | : | |
| BCG EQUITIES, LLC, | : | |
| | : | |
| Defendant. | : | |
| | : | |

[PROPOSED] ORDER OF PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

WHEREAS, this Court has been advised that the parties to this action, Frandley Louis (“Plaintiff” or “Class Representative”), and BCG Equities, LLC (“Defendant”), through their respective counsel, have agreed, subject to Court approval following class notice 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 _____, 2024, after notice to the Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final

Approval Order 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.

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 Class of plaintiffs with respect to the claims asserted in the Lawsuit:

All persons (a) with a Florida address, (b) against whom BCG Equities, LLC filed a complaint in a Florida court, (c) in connection with the collection of a consumer debt, (d) from June 21, 2023 through August 2, 2024.

Defendant represents that there are approximately 66 potential Class Members, including Plaintiff.

Pursuant to Rule 23, the Court appoints Frandley Louis as the Class Representative for the Class. The Court also appoints James L. Davidson and Jesse S. Johnson of Greenwald Davidson Radbil PLLC as Class Counsel for both classes. *See Denning v. Mankin Law Grp., P.A.*, No. 21-2822, 2022 WL 16956527 (M.D. Fla. Nov. 15, 2022) (appointing Greenwald Davidson Radbil PLLC class counsel); *Brockman v. Mankin Law Grp., P.A.*, No. 20-893, 2020 WL 6106890 (M.D. Fla. Oct. 14, 2020) (same); *Claxton v. Alliance CAS, LLC, et al.*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 26, 2020) (same); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (same); *Dickens v. GC Servs. Ltd. P'ship*, 336 F. Supp. 3d 1369 (M.D. Fla. 2018) (same); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644 (M.D. Fla. 2015) (same).

This Court preliminarily finds that the Lawsuit satisfies the applicable prerequisites for class action treatment, 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, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the members of the class;
- D. 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.

Denning, 2022 WL 16956527, at *1-2 (certifying for settlement purposes class and subclass under the Fair Debt Collection Practices Act (“FDCPA”) and Florida Consumer Collection Practices Act (“FCCPA”)).

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 compared to the terms of the proposed settlement; (iii) the anticipated duration, complexity, and expense of additional litigation; (iv) the risk and delay inherent in such additional litigation and possible appeals; (v) the limited amount of any potential total recovery for the class, given the cap on statutory damages for claims brought pursuant to the FDCPA; and (vi) the opinion of Class Counsel, who are highly experienced in this area of class action litigation.

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. Upon the recommendation of the parties, this Court hereby appoints the following class administrator: Class-

Settlement.com. *See, e.g., Denning*, 2022 WL 16956527, at *2 (appointing Class-Settlement.com to administer FDCPA/FCCPA class settlement); *Acuna v. Medical-Commercial Audit, Inc.*, No. 21-81256, 2022 WL 404674, at *2 (S.D. Fla. Feb. 9, 2022) (same for FDCPA).

This Court approves the form and substance of the direct mail class notice, 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. *See Family Med. Pharmacy, LLC v. Trxade Grp., Inc.*, No. 15-0590, 2016 WL 6573981, at *9 (S.D. Ala. Nov. 4, 2016) (“The Notice contains a summary of the class action settlement and directs the recipient to the website, the toll free number, or an address for the Settlement Administrator to obtain a copy of the Settlement Agreement and release as well as other information....Accordingly, the Court finds that the email notice, post card notice, and other forms of class notice are reasonable, adequate and sufficient notice to the class members and meet the requirements of due process.”).

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 _____, 2024**. The class administrator will confirm and, if necessary, update the addresses for the Class Members through the standard methodology that the class administrator currently uses to update addresses.

Plaintiff’s petition for an award of attorneys’ fees and reimbursement of costs and expenses must be filed with the Court no later than 30 days after the Court’s entry of this order, *i.e.*, **no later**

than _____, 2024.

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 this order, *i.e.*, **no later than** _____, 2024. To be effective, the written request for exclusion must state the Class Member's full name, address, telephone number, and email address (if available), include a statement that the Class Member wishes to be excluded, and be signed by the Class Member. No request for exclusion will be valid unless all of the information described above is included. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement.

No Class Member, or any person acting on behalf of or in concert or participation with any Class Member, may exclude any other Class Member from either class. A Class Member may exclude himself or herself on an individual basis only. "Mass" or "class" exclusion requests, whether submitted by third parties on behalf of a "mass" or "class" of Class Members or by multiple Class Members, where no personal statement has been signed by each individual Class Member, are not allowed.

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** _____, 2024. 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 to counsel for Defendant, Stuart J. Levine, Walters Levine & DeGrave, 601 Bayshore Blvd, Suite 720, Tampa, Florida 33606.

To be effective, the objection 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 entry of this order;
- (d) Be sent to Class Counsel and counsel for Defendant at the addresses above by first-class mail, postmarked no later than 60 after entry of this order;
- (e) Contain the name, address, bar number, and telephone number of the objecting Class Member's counsel, if represented by an attorney, as well as a statement whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel. If the Class Member is represented by an attorney, he/she must comply with all applicable laws and rules for filing pleadings and documents in the United States District Court for the Southern District of Florida;
- (f) Contain a statement of the specific basis for each objection, and provide evidence that the objector is a member of his or her applicable class(es);
- (g) Include the signature of the objecting Class Member; and
- (h) State whether the Class Member intends to speak at the final fairness hearing.

Any Class Member who has timely filed an objection and notified the Court of his or her intent to speak at the final fairness hearing may appear at the final fairness 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 proposed settlement, and on the application for an award of attorneys' fees, costs, and expenses.

Any objection that includes a request for exclusion will be treated as an exclusion.

If the Court grants final approval to the settlement, the class administrator will mail a settlement check to each participating Class Member who did not exclude himself or herself. Each participating Class Member will receive a pro-rata portion of the \$6,500 Settlement Fund.

Additionally, Defendant will pay to the Class Representative \$1,000 in statutory damages pursuant to the FDCPA, 15 U.S.C. § 1692k(a)(2)(B)(i).

The Court will conduct a final fairness hearing on _____, **2024** at the U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Courtroom 205B, Ft. Lauderdale, Florida 33301, 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 Approval Order, 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 fairness 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 fairness hearing. The final fairness hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

Submissions by the Parties in support of the settlement, including memoranda in support of final approval of the proposed settlement, and responses to any objections, must be filed with the Court no later than 28 days prior to the final fairness hearing, *i.e.*, **no later than** _____, **2024**. Opposition briefs to any of the foregoing must be filed no later than 14 days prior to the final fairness hearing, *i.e.*, **no later than** _____, **2024**. Reply briefs to any of the foregoing must be filed no later than 7 days prior to the final fairness hearing, *i.e.*, **no later than** _____, **2024**.

This Order will be null and void if any of the following occur:

- A. 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; or
- B. 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.

The events described above, however, provide grounds for terminating the Settlement Agreement only after the Parties have attempted and completed good faith negotiations to salvage the settlement but were unable to do so.

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 |
| _____ | Direct Mail Class Notice Sent (21 days after Preliminary Approval Order entered) |
| _____ | Filing of Class Counsel’s Petition for Attorneys’ Fees, Costs, and Expenses (30 days after entry of Preliminary Approval Order) |
| _____ | Deadline to Send Exclusion or File Objection (60 days after entry of Preliminary Approval Order) |

_____ Filing of Motion for Final Approval and Responses to Any Objections (28 days before final fairness hearing)

_____ Opposition, if any, to Final Approval (14 days before final fairness hearing)

_____ Reply, if any, to Final Approval (7 days before final fairness hearing)

_____ Final Fairness Hearing Held

IT IS SO ORDERED.

Dated:

HONORABLE WILLIAM P. DIMITROULEAS
UNITED STATES DISTRICT COURT

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

| | | |
|--------------------------------------|---|--|
| | : | Case No. 24-61084-CV-DIMITROULEAS |
| FRANDLEY LOUIS, on behalf of herself | : | |
| and others similarly situated, | : | |
| | : | |
| Plaintiff, | : | |
| | : | |
| v. | : | |
| | : | |
| BCG EQUITIES, LLC, | : | |
| | : | |
| Defendant. | : | |

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

On June 20, 2024, Frandley Louis (“Plaintiff” or “Class Representative”) filed a class action complaint (hereinafter referred to as the “Lawsuit”) against BCG Equities, LLC (“Defendant”) in the United States District Court for the Southern District of Florida, Case No. 24-61084-CV-DIMITROULEAS, asserting putative class claims arising under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*

Defendant has denied any and all liability alleged in the Lawsuit.

On September 19, 2024, after weeks of arms-length negotiations, Plaintiff and Defendant (hereinafter jointly referred to as the “Parties”) entered into a written Class Action Settlement Agreement (the “Settlement Agreement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure.

On September 24, 2024, Plaintiff filed the Settlement Agreement alongside her unopposed motion to preliminarily approve the Parties’ proposed class settlement.

On _____, 2024, upon consideration of Plaintiff's unopposed motion, this Court entered an order preliminarily approving the Parties' class settlement, directing notice to Class Members by the form and method prescribed in the Settlement Agreement, and setting a date and time for the final fairness hearing.

On _____, 2024, Class-Settlement.com, the Court-approved class administrator, distributed notice of the Parties' proposed class settlement, as ordered.

On _____, 2024, Plaintiff filed her unopposed motion for approval of an award of attorneys' fees, costs, and litigation expenses.

On _____, 2024, Plaintiff filed her unopposed motion to confirm certification of the settlement class under Rule 23(b)(3) and finally approve the Parties' proposed settlement.

On _____, 2024, pursuant to Rule 23, this Court held a fairness hearing to determine whether the claims asserted in the Lawsuit satisfy the applicable prerequisites for class action treatment and 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.

Having considered the Settlement Agreement, Plaintiff's unopposed motions, and the record of these proceedings, this Court finally approves the proposed settlement and uses capitalized terms as defined in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

This Court has jurisdiction over the subject matter of the Lawsuit and over the Parties thereto.

This Court confirms its certification of the following class, for settlement purposes, under Rule 23(b)(3):

All persons (a) with a Florida address, (b) against whom BCG Equities, LLC filed a complaint in a Florida court, (c) in connection with the collection of a consumer debt, (d) from June 21, 2023 through August 2, 2024.

This Court finds that this matter meets the applicable prerequisites for class action treatment under Rule 23, namely:

1. The members of the class are so numerous that joinder of all of them is impracticable;
2. There are questions of law and fact common to all 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 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.

Denning v. Mankin Law Grp., P.A., No. 21-2285, 2022 WL 16956527, at *1-2 (M.D. Fla. Nov. 15, 2022) (certifying settlement classes under the FDCPA and Florida Consumer Collection Practices Act ("FCCPA")); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070, at *1 (M.D. Fla. Mar. 29, 2017) (same for FDCPA).

Pursuant to Rule 23(a)(4), this Court also confirms its appointment of Frandley Louis as class representative for the class, and the following attorneys and law firm as class counsel for the class:

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

See Denning, 2022 WL 16956527, at *1 (appointing Greenwald Davidson Radbil PLLC class counsel in litigation under the FDCPA and FCCPA); *Johnston*, 2017 WL 1231070, at *1 (same

for FDCPA); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644, 661, 664 (M.D. Fla. 2015) (same for FDCPA).

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 non-reversionary class settlement fund in the amount of \$6,500 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii), which will be distributed on a pro-rata basis to all Class Members who do not exclude themselves.
2. Defendant separately will pay to Plaintiff \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i).
3. Defendant will pay all costs of class notice and administration of the settlement separate and apart from any monies paid to Plaintiff, Class Members, or class counsel.
4. Defendant will no longer file lawsuits to collect consumer debt in the state of Florida without first registering as a consumer collection agency with the State of Florida Office of Financial Regulation.

This Court finds that the parties' notice of class action settlement, and the direct mail distribution thereof, was in conformity with this Court's preliminary approval order, satisfied the requirements of due process and Rule 23(e), and was the best practicable notice under the circumstances.

This Court similarly finds that the Parties' notice of class action settlement was adequate and clearly designed to advise the Class Members of their rights. Further, the notice gave all class members sufficient information to enable them to make informed decisions as to the Parties' proposed settlement, and Class Members' right to object to, or opt out of, it.

This Court additionally finds that the Parties' settlement, on the terms and conditions set forth in their Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Class Members. The Settlement Fund of \$6,500 is an excellent result

considering (1) the significant monetary benefits to the Class Members, as well as the prospective relief afforded all consumers by way of Defendant's changed collection practices; (2) the strengths and weaknesses of Plaintiff's case on the merits and on the propriety of class certification; (3) the anticipated duration, complexity, and expense of additional litigation, including contested class certification and summary judgment motion practice, plus potentially trial and appeals thereafter; (4) the risk and delay inherent in such additional litigation and possible appeals, including the risks of establishing damages given the permissive nature of statutory damages under the FDCPA; (5) the limited amount of any potential total recovery for the class, given the cap on statutory damages for claims brought pursuant to the FDCPA; and (6) the opinion of class counsel, who are highly experienced in this area of consumer protection class action litigation,

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 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 releases set forth in the Settlement Agreement. The released claims are consequently compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this order.

The Court approves the payment of \$1,000 to Plaintiff in individual statutory damages under the FDCPA. This payment is to be made by Defendant separate and apart from the

Settlement Fund and Plaintiff's pro-rata share of the same. Defendant's payment of Plaintiff's individual damages will not diminish Class Members' recoveries from the Settlement Fund.

The Lawsuit 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 to this matter, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

This Court will issue a separate order on Plaintiff's request for an award of attorneys' fees, costs, and expenses.

IT IS SO ORDERED.

Dated:

HONORABLE WILLIAM P. DIMITROULEAS
UNITED STATES DISTRICT COURT

Exhibit C

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

This is a notice of a class action settlement. You are not being sued.

If BCG Equities, LLC filed a collection lawsuit against you between June 21, 2023 and August 2, 2024, you may benefit from the settlement of this class action lawsuit.

*This case is titled Frandley Louis v. BCG Equities, LLC,
Case No. 24-61084-CV-DIMITROULEAS.*

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

This is a class action lawsuit about whether BCG Equities, LLC (“Defendant”) violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”), 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 Defendant filed a collection lawsuit against you between June 21, 2023 and August 2, 2024, you will receive approximately \$98.48. |
| ASK TO BE EXCLUDED | If you exclude yourself, you will get no payment. Excluding yourself 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 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 by filing debt collection lawsuits against consumers in Florida without first registering as a consumer collection agency with the State of Florida Office of Financial Regulation. Plaintiff contends these collection lawsuits were improper without Defendant's registration with the state. 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, Frandley Louis) 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. Louis 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?

The class includes all persons in Florida against whom Defendant initiated a debt collection lawsuit between June 21, 2023 and August 2, 2024. According to Defendant's records, there are approximately 66 persons in the class who were the subject of Defendant's collection actions during this time period. If you were one of these individuals, you may be a member of the class.

6. What can I get from the settlement?

As part of the settlement, Defendant will establish a settlement fund of \$6,500. Thus, if each of the 66 potential class members participates in the settlement, each class member will receive a pro-rata cash payment of approximately \$98.48.

In addition, Defendant has confirmed that it no longer files, and will continue not to file, collection lawsuits in the state of Florida without first registering as a consumer collection agency with the State of Florida Office of Financial Regulation.

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, 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, 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 do not 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 *Frandle Louis v. BCG Equities, LLC*, Case No. 24-61084-CV-DIMITROULEAS, 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 [DATE]** to:

Louis v. BCG Equities, LLC
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 up to \$45,000 to cover Class Counsel’s attorneys’ fees and reimbursement of their litigation costs and expenses incurred in this action, to be paid separately from monies paid to class members. 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.gdrlawfirm.com/Louis, once that motion has been filed with the Court.

Separately, Defendant will pay the Class Representative \$1,000 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. In a class action under the FDCPA, 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, 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: *Frandlely Louis v. BCG Equities, LLC*, Case No. 24-61084-CV-DIMITROULEAS; (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 [DATE]**, 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

Stuart Jay Levine
Walters Levine & DeGrave
601 Bayshore Blvd, Suite 720
Tampa, Florida 33606

Clerk of Court, United States District Court
299 East Broward Boulevard
Ft. Lauderdale, Florida 33301

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 **[TIME]** on **[DATE]** at the U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Courtroom 205B, Ft. Lauderdale, Florida 33301. 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 \$98.48 if you are a member of the 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, United States District Court for the Southern District of 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/Louis.

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/Louis.