

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

\_\_\_\_\_ X  
LINDA ROUNDTREE, Individually and On : Case No.: 8:14-cv-00357-JDW-AEP  
Behalf of Others Similarly Situated, :  
 :  
 :  
 Plaintiff, :  
 :  
 :  
 vs. :  
 :  
 BUSH ROSS, P.A., :  
 :  
 :  
 Defendant. :  
 :  
 \_\_\_\_\_ X

**CLASS ACTION SETTLEMENT AGREEMENT**

This class action settlement agreement (hereinafter referred to as the “Agreement”), dated July 15, 2015, is entered into between Linda Roundtree (hereinafter referred to as “Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Bush Ross, P.A. (hereinafter referred to as “Bush Ross”). This Agreement is intended by Bush Ross and Plaintiff, on behalf of herself and the Class Members (hereinafter collectively referred to as 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 February 7, 2014, Plaintiff filed a class action complaint (hereinafter referred to as the “Lawsuit”) against Bush Ross in the United States District Court for the Middle District of Florida, Case No. 8:14-cv-00357-JDW-AEP, asserting putative class claims arising

from the Fair Debt Collection Practices Act (hereinafter referred to as the “FDCPA”), 15 U.S.C. § 1692, *et seq.*

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

WHEREAS, on February 17, 2015, the Court certified this matter as a class action;

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 interest;

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

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

WHEREAS, prior to entering into this Agreement, counsel for the Parties engaged in extensive discovery and motion practice, including the briefing of class certification;

WHEREAS, the Parties attended mediation with James R. Betts, Esq.;

WHEREAS, the Parties desire and intend to seek Court approval of the settlement of the Lawsuit as set forth in this Agreement and, upon Court approval, to seek entry of a Final

Approval Order and subsequently an order dismissing with prejudice the claims of the Class Members as set forth herein;

WHEREAS, the Parties and their counsel agree to recommend approval of this Agreement to the Court and to any regulatory authority responding to the proposed settlement pursuant to the Class Action Fairness Act of 2005 (hereinafter referred to as “CAFA”), Pub. L. No. 109-2, 119 Stat. 4;

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

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

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

A. “Effective Date” means the first date after “Final Order Day” (as defined below).

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

C. “Class Members” means any person who meets at least one of the following three definitions:

**The Overshadowing Class:** All persons located in the State of Florida to whom, between February 7, 2013 and February 6, 2014, Bush Ross, P.A. sent an initial written communication, which was not returned as undeliverable, in connection with an attempt to collect any alleged debt incurred for personal, family, or household purposes, in which the initial written communication stated as follows:

Unless the entire sum is paid within thirty (30) days of your receipt of this letter, we shall proceed with appropriate actions to protect the Association's interests, including, but not limited to the filing of a claim of lien and foreclosure thereon. and/or

This is the only communication regarding this matter that you will receive prior to the filing of a claim of lien. and/or

Any further communication regarding this matter shall be in writing for your own protection.

**The Fee Class:** All persons located in the State of Florida to whom, between February 7, 2013 and February 6, 2014, Bush Ross, P.A. sent a demand for payment for Bush Ross, P.A.'s fees and expenses incurred in connection with its attempts to collect a debt incurred for personal, family, or household purposes from such person.

**The Lawsuit Class:** All persons located in the State of Florida to whom, between February 7, 2013 and February 6, 2014, Bush Ross, P.A. sent a "Notice Required by the Fair Debt Collections Practices Act" as part of a lawsuit filed by Bush Ross, P.A. to collect a debt incurred for personal, family, or household purposes against such person.

D. "Released Claims" means all claims under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, between February 7, 2013 and February 6, 2014, that arise out of initial debt collection letters sent by Bush Ross, P.A. to Plaintiff or Class Members; all claims under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, between February 7, 2013 and February 6, 2014, that arise out of the "Notice Required by the Fair Debt Collection Practices Act" served by Bush Ross, P.A. on Plaintiff or Class Members; and all claims under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, between February 7, 2013 and February 6, 2014, that arise out of Bush Ross, P.A.'s collection, or attempted collection, of its attorneys'

fees or costs from Plaintiff or Class Members in connection with the collection of past-due assessments.

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

2. CLASS CERTIFICATION – Counsel for the Parties will jointly seek preliminary approval of the settlement on behalf of the classes defined above in ¶ 1(C), which were certified by the Court on February 17, 2015.

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – As previously approved by the Court on February 17, 2015, Plaintiff Linda Roundtree is appointed as the Class Representative for the Class Members and Michael L. Greenwald and James L. Davidson of Greenwald Davidson Radbil PLLC, are appointed as counsel for the Class Members (“Class Counsel”).

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

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

6. Upon entry of the Final Order and Judgment, the Parties expressly waive any and all rights to appeal any orders issued by the Court in connection with the Lawsuit.

7. ADMINISTRATION AND NOTIFICATION PROCESS – First Class, Inc., 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 Bush Ross separate and apart from the Settlement Fund as defined below. The Class Administrator will be responsible for mailing the approved class action notice, claim form, return envelope, and settlement checks to the Class Members.

8. The Class Administrator will, as expeditiously as possible but not to exceed 30 days from the Court’s entry of the Order of Preliminary Approval of Class Action Settlement, provide notice of the settlement to the Class Members as follows:

- A. Written Notice – The Class Administrator will send via U.S. mail written notice of the settlement to each Class Member at his or her last known valid address, address correction requested. Before sending the written notice, the Class Administrator will confirm and, if necessary, update the addresses for the Class Members through the standard methodology it currently uses to update addresses, including attempting to identify the name and address of each Class Member. If any notice is returned with a new address, the Class Administrator will re-mail the notice to the new address and will update the Class Member address list with all forwarding addresses. The notice to the Class Members will be in substantially the form attached as **Exhibit B**.
- B. The claim form will be in substantially the same form as **Exhibit C**.

B. CAFA Notice. Bush Ross will be responsible for serving the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 within 10 days of the filing of the Preliminary Approval Motion.

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

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

11. 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.

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

13. 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.

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

15. 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.

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

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

18. RELEASES – As of the Effective Date, Plaintiff and the Class Members 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 or forum whatsoever against any of the Released Parties.

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

A. Settlement Fund – Bush Ross, in consultation with the Class Administrator, will cause to be established a \$70,000.00 Settlement Fund (the “Settlement Fund”), within twenty days after the Court’s entry of an Order preliminary approving the settlement.

Each Class Member who timely submits a claim form via U.S. Mail will receive a pro-rata portion of the Settlement Fund, to be calculated based on the number of Class Members who submit timely, valid claims.

Within 30 days after the Effective Date, the Class Administrator will send via U.S. mail a settlement check to each Class Member who participates in the settlement. Bush Ross’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 ninety days after mailing.

Uncashed Checks - To the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), and such remaining funds yield an amount that, after administration costs for the making of a second pro-rata distribution, would allow a second pro-rata distribution to participating Class Members equal to or greater than \$5.00 per qualifying claimant, a second pro-rata distribution will be made. If a second pro-rata distribution is not made, the uncashed amount will be paid to an appropriate non-profit(s) that is agreed upon by the parties as a cy pres recipient. If a second pro-rata distribution is made, the amount of any checks that remain uncashed after sixty days of the second pro rata distribution will be distributed to the identified non-profit(s).

B. Incentive Award to Plaintiff Linda Roundtree – In addition to her pro-rata share of the Settlement Fund, Bush Ross will cause to be resolved the disputed foreclosure action filed by North Bay Village Condominium Association, Inc. against Plaintiff, which is pending in the County Court of Hillsborough County, Case No. 13-CC-022575, Division J. As of and through the Effective Date, Bush Ross, P.A. will waive and/or satisfy all claims for attorneys’ fees, costs, interest, late fees, assessments, and any other sums alleged to be owed by Plaintiff to Bush Ross, P.A. and/or North Bay Village Condominium Association, Inc. The amount of the owed sums is the subject of dispute, and Plaintiff denies she owes any monies to Bush Ross, P.A. or North Bay Village Condominium Association, Inc. Plaintiff will not apply to the Court for any incentive award separate and apart from the foregoing.

C. Attorneys’ Fees and Expenses of Class Counsel – In advance of the Final Settlement Hearing, Class Counsel will file an application for reasonable attorneys’ fees, costs, and expenses in the amount of \$170,000. Bush Ross agrees not to oppose Class Counsel’s request. Any amount awarded to Class Counsel for attorneys’ fees, costs, and expenses will be paid by Bush Ross separate and apart from the Settlement Fund, costs of Settlement Administration, and any incentive award to Plaintiff.

Bush Ross will forward to Class Counsel payment for the attorneys’ fees, costs and expenses awarded by the Court no later than 10 days after the Court’s order related to such fees, costs, and expenses becomes final (i.e., non-appealable). Upon payment of attorneys’ fees, costs, and expenses to Class Counsel, the Released Parties will have no further obligation with respect to Class Counsel’s fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on behalf of Plaintiff or any Class Member.

D. Settlement Administration – Separate from the Settlement Fund, the incentive award to Plaintiff and the Attorney’s Fees and Expenses of Class Counsel, Bush Ross will be responsible for paying the costs of administration of the settlement.

20. 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, and agree to be forever barred from doing so, in any court of law or equity.

21. TERMINATION – After completing a good faith negotiation, Class Counsel and Bush Ross will each have the right to terminate this Agreement by providing written notice to the other within 7 days following:

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

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

22. If either Class Counsel or Bush Ross terminates this Agreement as provided herein, the Agreement will be of no force and effect, and the Parties’ rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed.

23. The procedure for and the allowance or disallowance by the Court of any applications by Plaintiff or Class Counsel for attorneys’ fees 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 and expenses will not operate to terminate or cancel this

settlement, or affect the finality of the settlement of this matter.

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

25. This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by Bush Ross or any Released Party. Bush Ross expressly denies any liability whatsoever to Plaintiff or the Class Members.

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

27. This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, including any and all other mediation and settlement agreements. The terms of this Agreement are contractual.

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

29. Any dispute, challenge, or question relating to this Agreement is to be heard only by this Court.

30. The Parties will request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Class Members, and over the administration and enforcement of this Agreement.

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

32. In the event that any material provisions of this Agreement are held invalid or unenforceable for any reason, such invalidity or unenforceability does not affect other provisions

of this Agreement if Bush Ross and Class Counsel mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.

33. 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.

34. 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.

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

If to Plaintiff or the Class:

Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, Florida 33431

and

If to Bush Ross. P.A.:

Dale T. Golden  
Golden Scaz Gagain, PLLC  
201 North Armenia Avenue  
Tampa, Florida 33609

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this \_\_\_ day of July, 2015.

SIGNATURES

---

Linda Roundtree

---

Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431  
Telephone: 561.826.5477  
Fax: 561.961.5684  
mgreenwald@gdrllawfirm.com

Class Counsel

---

Representative of Bush Ross, P.A.

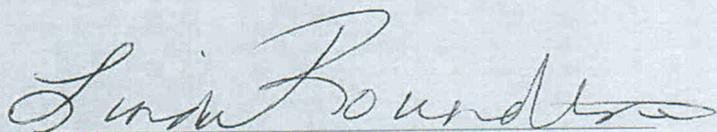
---

Dale T. Golden  
Golden Scaz Gagain, PLLC  
201 North Armenia Avenue  
Tampa, Florida 33609  
Telephone: 813.251.5500  
Fax: 813.251.3675  
dgolden@gsgfirm.com

Attorneys for Defendant

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this 14 day of July, 2015.

SIGNATURES



Linda Roundtree

---

Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431  
Telephone: 561.826.5477  
Fax: 561.961.5684  
mgreenwald@gdrlawfirm.com

Class Counsel

---

Representative of Bush Ross, P.A.

---

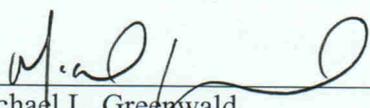
Dale T. Golden  
Golden Scaz Gagain, PLLC  
201 North Armenia Avenue  
Tampa, Florida 33609  
Telephone: 813.251.5500  
Fax: 813.251.3675  
dgolden@gsgfirm.com

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this 14 day of July, 2015.

SIGNATURES

---

Linda Roundtree



---

Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431  
Telephone: 561.826.5477  
Fax: 561.961.5684  
mgreenwald@gdrllawfirm.com

Class Counsel

---

Representative of Bush Ross, P.A.

---

Dale T. Golden  
Golden Scaz Gagain, PLLC  
201 North Armenia Avenue  
Tampa, Florida 33609  
Telephone: 813.251.5500  
Fax: 813.251.3675  
dgolden@gsgfirm.com

Attorneys for Defendant

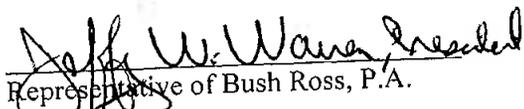
IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this \_\_\_ day of July, 2015.

SIGNATURES

\_\_\_\_\_  
Linda Roundtree

\_\_\_\_\_  
Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431  
Telephone: 561.826.5477  
Fax: 561.961.5684  
mgreenwald@gdrlawfirm.com

Class Counsel

  
\_\_\_\_\_  
Representative of Bush Ross, P.A.

  
\_\_\_\_\_  
Dale T. Golden  
Golden Scaz Gagain, PLLC  
201 North Armenia Avenue  
Tampa, Florida 33609  
Telephone: 813.251.5500  
Fax: 813.251.3675  
dgolden@gsgfirm.com

Attorneys for Defendant