

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 2:16-cv-14508-ROSENBERG/MATTHEWMAN**

JAMES ALDERMAN, *on behalf of himself
and all others similarly situated,*

Plaintiff,

v.

GC SERVICES LIMITED PARTNERSHIP,
a Delaware Limited Partnership,

Defendant.

_____ /

**ORDER GRANTING PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION SETTLEMENT AGREEMENT
AND SETTING DATE FOR HEARING ON FINAL APPROVAL**

Plaintiff, James Alderman (“Plaintiff” or “Class Representative”), on behalf of himself and all others similarly situated “Settlement Class Members”, and Defendant GC Services Limited Partnership (“Defendant” or “GC Services”) (collectively, the “Parties”) submitted a Joint Motion and Memorandum of Law in Support of Preliminary Approval of Proposed Class Action Settlement Agreement (“Motion for Approval”) [DE 181]. After reviewing the Motion for Approval, the Agreement, and considering the facts, law, and supporting exhibits and declarations submitted therewith, the Court makes a preliminary determination of the fairness, reasonableness, and adequacy of the settlement so that notice of the settlement may be given to the class. As provided below, the Court grants the motion and finds that the proposed Settlement Agreement is within the realm of reasonableness and provides probable cause to provide notice of it to the Settlement Class Members.

ORDERED and ADJUDGED:

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

The terms of the Settlement Agreement and Release between Plaintiff James Alderman, and Defendant GC Services Limited Partnership dated on or about November 29, 2018, including all Exhibits thereto (the “Agreement”), attached to the Motion, are preliminarily approved, subject to further consideration thereof at the Fairness Hearing provided for below. This Order incorporates and makes a part hereof the Agreement, including all Exhibits attached. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meanings herein. The Agreement was entered into only after informed, non-collusive, and extensive arm’s-length negotiations by experienced counsel and with the assistance and oversight of Mediator Steven R. Jaffe. The Court finds that the settlement embodied in the Agreement (the “Class Settlement”) is sufficiently within the range of reasonableness so that Notice of the Settlement should be given as provided in this Order. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the parties involved in both settlement of these claims and continuation of the litigation.

II. THE CLASS, REPRESENTATIVES, AND CLASS COUNSEL

The Settlement Class is defined as follows:

- (i) All persons with addresses in the State of Florida
- (ii) to whom initial communication letters that contained the language: “If you dispute this balance or the validity of this debt, please let us know in writing. If you do not dispute this debt in writing within 30 days after you receive this letter, we will assume this debt is valid.”
- (iii) were mailed, delivered or caused to be served by Defendant
- (iv) that were not returned undeliverable by the U.S. Post Office
- (v) in an attempt to collect a debt incurred for personal, family, or

household purposes owing to Synchrony Bank (vi) during the Class Period.

Based, *inter alia*, upon the Court's familiarity with the claims and parties and the negotiation process overseen by Mediator Steven R. Jaffe, Esq., the Court preliminarily finds that Mr. Alderman is an appropriate representative for settlement purposes.

The Court further preliminarily finds that the following counsel fairly and adequately represent the interests of the Settlement Class and hereby appoints them as Class Counsel pursuant to Fed. R. Civ. P. 23(g):

Scott D. Owens, Esq.
Sean M. Holas, Esq.
SCOTT D. OWENS, P.A.
3800 S. Ocean Dr., Ste. 235
Hollywood, FL 33019

Leo W. Desmond, Esq.
DESMOND LAW FIRM, P.C.
Florida Bar No. 0041920
5070 Highway A1A, Suite D
Vero Beach, Florida 32963

III. NOTICE TO CLASS MEMBERS

The Court has considered the Class Notice, attached as Exhibits B and C to the Motion for Preliminary Approval [DE 181-2 and 181-3] including the proposed forms of notice, Summary Notice, and Full Notice. The Court finds that the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and Fed. R. Civ. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the Notice Program in all respects (including the proposed forms of notice, Summary Notice, Full Notice, and Settlement Claim Certification Form) and orders that

notice be given in substantial conformity therewith. The Notice Program described in the Agreement shall commence on or about **February 4, 2019**. The costs of preparing, printing, publishing, mailing and otherwise disseminating the notice shall be paid by Defendant GC Services Limited Partnership.

IV. FAIRNESS HEARING

A hearing on final settlement approval (the “Fairness Hearing”) will be held at **10:00 a.m. on April 8, 2019**, before this Court, at the United States District Court for the Southern District of Florida, 701 Clematis Street, Fourth Floor, Courtroom 2, West Palm Beach, Florida, 33401, to consider, inter alia, the following: (a) the adequacy of the Class Representative and whether the Settlement Class should be finally certified; (b) the fairness, reasonableness and adequacy of the Class Settlement; (c) the dismissal with prejudice of the Litigation; (d) whether Class Counsel’s application for attorneys’ fees, expenses, and compensation for the Class Representative (the “Fee Petition”) should be granted; (e) whether to approve the proposed plan of allocation and distribution; and (f) whether to finally approve the Agreement, including the terms therein concerning release of claims by the Settlement Class and each of the Settlement Class Members.

Class Counsel shall file with the Court: (i) any memoranda or other materials in support of final approval of the Agreement and Class Settlement; and (ii) any Fee Petition by **March 4, 2019**.

Any Settlement Class Member who has not filed a notice of exclusion may appear at the Fairness Hearing in person or by counsel and may be heard, to the extent allowed by the Court. However, no person shall be heard in opposition to the Class Settlement or the Fee Petition, and

no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless filed with the Court and served upon counsel listed below on or before **March 25, 2019**. Such person must (a) file with the Clerk of the Court a notice of such person's intention to appear as well as a statement that indicates the basis for such person's opposition and any documentation in support of such opposition on or before **March 25, 2019**, and (b) serve copies of such notice, statement, and documentation, as well as any other papers or briefs that such person files with the Court, either in person or by mail, upon all counsel listed below on or before **March 25, 2019**. Settlement Class Members who object in the manner and by the dates provided herein shall be subject to the jurisdiction of this Court. Settlement Class Members who fail to object in the manner and by the dates provided herein shall be deemed to have waived and shall forever be foreclosed from raising any such objections.

Counsel for the Parties who must be served with all documentation described above are as follows:

Counsel for Settlement Class

Scott D. Owens, Esq.
Sean M. Holas, Esq.
SCOTT D. OWENS, P.A.
3800 S. Ocean Dr., Ste. 235
Hollywood, FL 33019
Tel: 954-589-0588
Fax: 954-337-0666

Leo W. Desmond, Esq.
DESMOND LAW FIRM, P.C.
5070 Highway A1A, Suite D
Vero Beach, Florida 32963
Telephone: 772.231.9600
Facsimile: 772.231.0300

Counsel for GC Services Limited Partnership

Ryan K. Hilton, Esq.
Scott E. Allbright, Jr., Esq.
BUTLER WEIHMULLER KATZ CRAIG LLP
400 N. Ashley Drive, Suite 2300
Tampa, Florida 33602
Telephone: (813) 281-1900
Facsimile: (813) 281-0900

The date and time of the Fairness Hearing shall be set forth in the Notice and Summary Notice, but shall be subject to adjournment by the Court without further notice to the Settlement Class Members other than that which may be posted at the Court, on the Court's website, and/or the website to be established pursuant to the Notice Program.

Any Settlement Class Member may hire an attorney at his or her or its own expense to appear in the action. Such attorney shall serve a Notice of Appearance on the Counsel listed above and file it with the Court on or before **March 25, 2019**.

Pending Final Approval, no Settlement Class Member, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Settlement Class), shall commence, continue, or prosecute against any GC Services Limited Partnership Releasee any action or proceeding in any court or tribunal asserting any of the matters, claims, or causes of action that are to be released upon Final Approval pursuant to the Agreement, and are hereby enjoined from so proceeding. Upon Final Approval, all Settlement Class Members who do not previously file a timely notice of exclusion shall be forever enjoined and barred from asserting any of the matters, claims, or causes of action released pursuant to the Agreement, and any such Settlement Class Member shall be deemed to

have forever released any and all such matters, claims, and causes of action as provided for in the Agreement.

V. OTHER PROVISIONS

Upon Final Approval, each and every term and provision of the Agreement shall be deemed incorporated into the Final Order and Judgment as if expressly set forth and shall have the full force and effect of an Order of the Court.

In the event the Class Settlement is terminated in accordance with the provisions of the Agreement, the Class Settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided in the Agreement, and without prejudice to the rights of Plaintiff and GC Services Limited Partnership.

Neither this Order nor the Agreement, nor any documents or statements related thereto, shall constitute any evidence or admission of liability by any Party, nor shall any such document or statement be offered in evidence in this or any other proceeding except to consummate or enforce the Agreement or the terms of this Order, or by any Party in connection with any action asserting Released Claims.

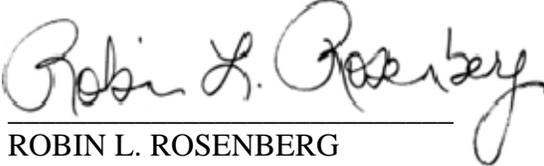
Thus, the Court hereby **GRANTS** the Motion for Preliminary Approval [DE 181] and **ORDERS** as follows:

1. The Settlement Agreement is preliminarily approved subject to the Fairness Hearing to be held at **10:00 a.m.** on **April 8, 2019**, before this Court, at the United States District Court for the Southern District of Florida, 701 Clematis Street, Fourth Floor, Courtroom 2, West Palm Beach, Florida, 33401.

2. Plaintiff shall file a Notice of Compliance with the Court attesting that the approved Notice has been mailed to the Class in accordance with the approved Notice Plan by no later than **March 4, 2019**.

3. Any objection of the Class Members shall be filed by **March 25, 2019**.

DONE and ORDERED in Chambers, West Palm Beach, Florida, this 3rd day of January, 2019.



ROBIN L. ROSENBERG
UNITED STATES DISTRICT JUDGE

Copies furnished to Counsel of Record