

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF FLORIDA

CASE NO.:4:08CV358-SPM/WCS

CAROL BLAKE, an individual, on behalf of  
herself and all others similarly situated,

Plaintiff,

vs.

CLASS ACTION

SMITH, THOMPSON, SHAW & MANAUSA,  
P.A., a Florida professional association, and  
DANIEL E. MANAUSA, an individual,

Defendants.

---

**FINAL JUDGMENT GRANTING FINAL APPROVAL  
OF CLASS SETTLEMENT AND DISMISSAL OF THE DEFENDANTS**

THIS CAUSE comes before the Court on the Joint Motion of Plaintiff, Carol Blake, and Defendants, Smith, Thompson, Shaw & Manausa, P.A. and Daniel E. Manausa, for final approval of the Class Action Settlement Agreement and for dismissal of said Defendants from this action pursuant to the terms of the Class Action Settlement Agreement. The Court being fully advised in the premises of the proposed Class Settlement,

THE COURT HEREBY FINDS:

A. Plaintiff and Defendants have entered into a Class Action Settlement Agreement (“Settlement Agreement”).

B. The Settlement Agreement has been submitted to the Court for final approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

C. Defendants have ceased the practice of sending collection letters in the form of Exhibit A (attached to the Complaint) to Florida consumers and agrees to not use letters in the form of Exhibit "A" in the future.

D. Pursuant to Rule 23(b)(3), the Court has certified a class consisting of (i) all persons with addresses in the state of Florida (ii) to whom letters in the form represented by Exhibit A (attached to the Complaint) were sent (iii) in an attempt to collect a debt incurred for personal, family, or household purposes (iv) which were not returned undelivered by the U.S. Post Office and (v) were not deceased ("the Class").

E. Pursuant to the Settlement Agreement, Defendants will pay statutory and compensatory damages, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692k(a)(2)(B), of One Thousand Dollars (\$1,000.00) to Plaintiff Carol Blake and Fourteen Thousand Dollars (\$14,000.00) to the Class to be distributed on a *pro rata* basis to the Class Members who did not opt out of the settlement.

F. Defendants shall pay the sum of \$20,895.00 as and for the reasonable costs and attorney's fees incurred by Class Counsel.

G. Any funds not distributed will be paid as a *cy pres* award to be distributed to Three Rivers Legal Services, Inc., 901 NW 8<sup>th</sup> Avenue, Suite D-5, Gainesville, Florida 32601 for payment of providing legal representation to low and modest income consumers.

H. The Final Fairness Hearing was held before the Honorable Stephan P. Mickle at the U.S. District Court for the Northern District of Florida, 401 S.E. First Avenue, Gainesville, Florida 32601 in Courtroom # 2 on September 8, 2009 at 1:30 p.m.

J. No objections to the Class Action Settlement Agreement were made.

K. No Class Members have opted out of the Class.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is hereby approved. The Court finds the settlement negotiations were conducted at arms-length and in good faith among counsel for Plaintiff and Defendants and that the terms of the Settlement Agreement are fair, reasonable, and adequate to Plaintiff and all members of the classes. In addition to the other factors stated herein, the Court finds the Settlement Agreement to be fair, adequate, and reasonable in light of the risk of establishing liability and damages, and the expense of further litigation.

2. Plaintiff Carol Blake and all Class Members who have not timely requested exclusion from the Class are forever barred and enjoined from initiating any claims raised or which could have been raised in this proceeding, in any forum whatsoever, including but not limited to any Federal, State, or Foreign Court against Defendants.

3. Within thirty (30) days of the date of this Order, Defendants shall pay (a) \$1,000.00 as statutory and compensatory damages pursuant to the FDCPA to the Representative Plaintiff, Carol Blake, and (b) Fourteen Thousand Dollars (\$14,000.00) to the Class to be distributed on a *pro rata* basis to the Class Members who did not opt out of the settlement as class statutory damages ("Class Settlement Fund").

4. Any monies from the Class Settlement Fund which cannot be distributed are awarded as a *cy pres* remedy to Three Rivers Legal Services, Inc., 901 NW 8<sup>th</sup> Avenue, Suite D-5, Gainesville, Florida 32601 for payment of providing legal representation to low and modest income consumers.

5. Defendants shall not send letters in the form of Exhibit A attached to the Complaint to any Florida consumer in the future.

6. Defendants shall pay the sum of \$20,895.00 as costs and reasonable attorney's


fees to Class Counsel as provided for in the Settlement Agreement.

7. The Court reserves jurisdiction over all matters arising out of the Settlement Agreement.

8. This action is hereby dismissed with prejudice with each party to bear their own costs except as otherwise ordered by the Court.

9. Except for the enforcement hereof, this Order resolves all claims asserted against Defendants in this action.

DONE AND ORDERED in Chambers at the United States District Court, Gainesville, Florida 23<sup>rd</sup> day of September, 2009.

  
STEPHAN P. MICKLE  
U.S. DISTRICT COURT JUDGE  
NORTHERN DISTRICT OF FLORIDA

cc: Robert W. Murphy  
[rphyu@aol.com](mailto:rphyu@aol.com)  
Counsel for Plaintiff

Steven L. Worley  
[Steven.worley@csklegal.com](mailto:Steven.worley@csklegal.com)  
Counsel for Defendants