

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

PRECISION ROOFING OF N.  
FLORIDA INC. individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 3:20-cv-352-BJD-LLL

ANGELA DENISE GRANT, on behalf  
of herself and all persons similarly  
situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 8:20-cv-01920-BJD-AAS  
(Administratively Closed)

**ORDER CERTIFYING SETTLEMENT CLASS**

THIS CAUSE is before the Court on the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and for Certification of Settlement Class. (Dkt. 72) Defendant agrees to the request in the Motion.

Plaintiffs in the above-captioned class Actions have applied for an order, pursuant to Federal Rule of Civil Procedure 23, preliminarily approving the Settlement

Agreement and Releases entered into between Plaintiffs, Precision Roofing of N. Florida Inc. and Angela Grant, and Defendant, CenterState Bank, now known as SouthState Bank, N.A., in the above-styled consolidated Actions, individually and on behalf of the proposed Settlement Class consisting of the APPSN Fee Class and Multiple Fee Class. This Court having reviewed the Agreement as submitted to the Court **GRANTED** the Motion.

IT IS HEREBY ORDERED as follows:

1. All of the definitions contained in the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*, shall apply to this Preliminary Approval Order, and are incorporated by reference, as if fully set forth herein.

2. The Court finds that the Agreement proposed by the Parties is fair, reasonable, and adequate and likely to be approved at a Final Approval Hearing such that giving Notice is justified. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Agreement and the exhibits attached thereto, are preliminarily approved pending a final hearing on the Settlement as provided herein. The Settlement meets the considerations and factors set forth in the amended Rule 23(e), as well as *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

3. The Settlement was negotiated with the assistance of neutral Mediator Rodney Max of Upchurch Watson White & Max Mediation Group, and appears to be the result of extensive, arm's-length negotiations between the Parties after Class Counsel and Defendant's Counsel investigated the claims, sufficiently litigated the claims, and became familiar with the strengths and weaknesses of the claims. The

Settlement appears not to be collusive, has no obvious defects, and falls within the range of reasonableness.

4. The Court finds that it will likely certify at the Final Approval stage the Settlement Class for Settlement purposes only, consisting of:

**APPSN Fee Class**

All of Defendant's current and former accountholders who, from April 6, 2015, through May 31, 2020, were charged OD Fees on APPSN Transactions.

**Multiple Fee Class**

All of Defendant's current and former accountholders who, from August 18, 2015, through August 21, 2020, were charged Multiple Fees, including NSF Fees and OD Fees, on the same item.

Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers, and directors, all members of the Settlement Class who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

5. The Court finds that the APPSN Fee Class meets the relevant requirements of [Federal Rule of Civil Procedure 23\(a\)](#) and (b)(3) in that: (a) the number of APPSN Fee Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the APPSN Fee Class members; (c) the claim of the Class Representative (Plaintiff Precision Roofing of N. Florida Inc.) is typical of the claims of the APPSN Fee Class members; (d) the Class Representative (Plaintiff Precision Roofing of N. Florida Inc.) is an adequate representative for the APPSN Fee Class, and has retained experienced counsel to represent it as Class Counsel; (e) the questions of law and fact common to the APPSN Fee Class members predominate

over any questions affecting any individual APPSN Fee Class member; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court therefore preliminarily certifies the proposed APPSN Fee Class.

6. The Court finds that the Multiple Fee Class meets the relevant requirements of [Federal Rule of Civil Procedure 23\(a\)](#) and (b)(3) in that: (a) the number of Multiple Fee Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Multiple Fee Class members; (c) the claim of the Class Representative (Plaintiff Angela Grant) is typical of the claims of the Multiple Fee Class members; (d) the Class Representative (Plaintiff Angela Grant) is an adequate representative for the Multiple Fee Class, and has retained experienced counsel to represent her as Class Counsel; (e) the questions of law and fact common to the Multiple Fee Class members predominate over any questions affecting any individual Multiple Fee Class member; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court therefore preliminarily certifies the proposed Multiple Fee Class.

7. For purposes of the Settlement only, the Court finds and determines that it will likely find at the Final Approval stage, pursuant to Federal Rule of Civil Procedure Rule 23(a)(4), that Plaintiff, Precision Roofing of N. Florida Inc., will fairly and adequately represent the interests of the APPSN Fee Class in enforcing their rights in the *Precision Roofing* Action, and therefore appoints it as the Class Representative for that APPSN Fee Class.

8. For purposes of the Settlement only, the Court finds and determines that it will likely find at the Final Approval stage, pursuant to Federal Rule of Civil Procedure Rule 23(a)(4), that Plaintiff, Angela Grant, will fairly and adequately represent the interests of the Multiple Fee Class in enforcing their rights in the *Grant* Action, and therefore appoints her as the Class Representative for the Multiple Fee Class.

9. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(a)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement:

Jeff Ostrow, Esq.  
Jonathan M. Streisfeld, Esq.  
KOPELOWITZ OSTROW P.A.  
1 West Las Olas Blvd.  
Suite 500  
Fort Lauderdale, FL 33301

Jeffrey Kaliel, Esq.  
KALIEL GOLD PLLC  
1875 Connecticut Ave. NW  
10th Floor  
Washington, DC 20009

10. Kroll Settlement Administration LLC is appointed as Settlement Administrator and shall administer the Notice Program. The Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain to the Settlement Administrator.

11. Pursuant to the 2018 amendment to Federal Rule Civil Procedure 23(e),

the terms of the Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

(A) the class representative and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

12. Having reviewed the proposed Notice Program, including the Email Notice, Postcard Notice, and the Long Form Notice submitted by the Parties as Exhibits 1 and 2 to the Agreement, the Court approves, as to form and content, such Notices for the purpose of notifying the Settlement Class as to the proposed Settlement, the Final Approval Hearing, and the rights of the Settlement Class members. Those Notices contain all of the essential elements necessary to satisfy the requirements of federal law, including the Federal Rules of Civil Procedure and federal and state due process provisions, including the APPSN Fee Class and Multiple Fee Class definitions, the identities of the Parties and their counsel; a summary of the proposed Settlement terms; information regarding opt-out procedures and the Opt-Out Period; information regarding objection procedures and the Objection Period; and the Final

Approval Hearing date and location.

13. The Court directs the Settlement Administrator to cause a copy of the Email Notice or Postcard Notice to be sent to all APPSN Fee Class and Multiple Fee Class members in accordance with the Notice Program. The Notice Program shall be completed before the filing of the Motion for Final Approval, which will include Class Counsel's application for attorneys' fees and costs.

14. The Email Notice, Postcard Notice, and Long Form Notice shall be updated by Class Counsel and Defendant to include the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court herein. The Court finds and determines Email Notice and Postcard Notice pursuant to this Order constitutes the best notice practicable under the circumstances, constitutes due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, the Federal Rules of Civil Procedure, and all other applicable law and rules.

15. Any person falling within the definition of the APPSN Fee Class and/or Multiple Fee Class may, upon request, be excluded or opt-out. In the event a APPSN Fee Class and/or Multiple Fee Class member wishes to be excluded and not to be bound by this Agreement, that person must sign and mail a notice of intention to opt-out of the Settlement to the Settlement Administrator. The notice must be postmarked on or before the last day of the Opt-Out Period and must include the name of this Action; the Settlement Class member's name, the last four digits of the Account

number(s), address, telephone number, and email address; and a statement indicating a request to be excluded from the Settlement Class. Any member of the APPSN Fee Class and/or Multiple Fee Class who timely and properly requests to opt-out in compliance with these requirements will thereafter be excluded from the Settlement, will not become a Settlement Class Member, will not have any rights under the Settlement, will not be entitled to receive a Settlement Class Member Payment and/or forgiveness of Uncollected Fees, and will not be bound by the Agreement or the Final Approval Order. Any Settlement Class Member who fails to submit a valid and timely opt-out request shall be bound by all terms of the Agreement and the Final Approval Order. If an Account has more than one Accountholder, and if one Accountholder excludes himself, herself, or itself from the Settlement Class, then all Accountholders on that Account shall be deemed to have opted-out of the Settlement with respect to that Account, and no Accountholder shall be entitled to a payment under the Settlement.

16. Any Settlement Class Member who wishes to object to the Settlement or Class Counsel's application for attorneys' fees and costs, or to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, or why a final judgment should not be entered thereon, may do so, but must proceed as set forth in this paragraph. Only a Settlement Class Member may submit an objection. No Settlement Class Member or other person will be heard on such matters unless they have mailed via U.S. Mail or private courier (e.g., Federal Express) a written objection (together



with any briefs, papers, statements, or other materials that the Settlement Class Member or other person wishes the Court to consider) to the Clerk of the Court, Class Counsel, Defendant's counsel, and the Settlement Administrator on or before the last day of the Objection Period, as set forth in the Notices.

17. Any objection must state: (a) the name of the Action; (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector submits the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (g) any and all agreements that relate to the objection or the process of

objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; (h) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (k) the objector’s signature (an attorney’s signature is not sufficient).

18. Any Settlement Class Member who does not make his or her objection in the manner and by the date set forth in this Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

19. Prior to the Final Approval Hearing, the Settlement Administrator (i) shall submit a declaration or affidavit to the Court confirming that the Notice Program was completed and providing the names of each APPSN Fee Class member and Multiple Fee Class member who timely and promptly requested exclusion from the APPSN Fee Class and/or Multiple Fee Class and (ii) provide notice of this Settlement as required under the Class Action Fairness Act (“CAFA”), [28 U.S.C. § 1715](#).

20. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

21. Upon the entry of this Order, the Class Representatives and all members of the Settlement Class shall be provisionally enjoined and barred from asserting any

claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as whether to grant Final Approval of the Settlement.

22. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be evidence of an admission or concession by Defendant of any liability or wrongdoing by Defendant or any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf with respect to the conduct alleged in the Action or that the case was properly brought as a class action, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief with respect to the conduct alleged in the Action. Defendant may file the Agreement in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

23. In the event that (a) this Court does not grant Final Approval of the Settlement as provided in the Agreement; (b) this Court does not enter the Final Approval Order in all material respects and substantial form as the Final Approval Order submitted by the Parties with the Motion for Final Approval; or (c) the Settlement does not become final for any other reason, the Agreement shall be null and void and any order or judgment entered by this Court in furtherance of the

Settlement shall be vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the Agreement had not been executed and the Parties shall in no way be prejudiced in proceeding with or defending this Action, the provisional class certification effected herein will be null and void, and Defendant shall have the right to oppose and object, on any and all grounds, to certification of the APPSN Fee Class and Multiple Fee Class or any other class at any future time.

24. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

25. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices.

26. A Final Approval Hearing will be held at **2:00 pm on September 20, 2023** in Courtroom 12C at the United States Courthouse, 300 North Hogan Street, Jacksonville, Florida 32202<sup>1</sup> at which time the Court will consider whether the

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<sup>1</sup> All persons entering the Courthouse must present photo identification to Court Security Officers. Although cell phones, laptop computers, and similar electronic devices generally are not permitted in the building, attorneys may bring those items with them upon presentation to Court Security Officers of a Florida Bar card (presentation of the Duval County Courthouse lawyer identification card will suffice) or Order of special admission pro hac vice. However, all cell phones must be turned off while in the courtroom.

proposed Settlement should be finally approved as fair, reasonable, and adequate, and whether a final judgment should be entered. The Court may adjourn and/or continue the Final Approval Hearing without further notice to the proposed Settlement Class.

27. The reasonableness and fairness of a payment to Class Counsel for attorneys' fees and costs shall be determined at the Final Approval Hearing. Affidavits and documentation in support of any requested award of attorneys' fees and costs shall be included with the papers submitted by Class Counsel in support of the Motion for Final Approval of the proposed Settlement.

28. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class. The Parties must file all moving papers and briefs in support of Final Approval, inclusive of Class Counsel's application for attorneys' fees and costs, no later than 45 days before the date set forth herein for the Final Approval Hearing.

29. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, he or she will be represented by Class Counsel.

30. The Court hereby sets the following schedule of events:

Event	Calendar Days Before Final Approval Hearing
<b>Deadline to Complete Notice Program</b>	<b>July 20, 2023</b>
<b>Deadline to File Motion for Final Approval and Application for Attorneys' Fees and Costs</b>	<b>August 4, 2023</b>

<b>Deadline for Settlement Class members to Opt-Out of the Agreement</b>	<b>August 21, 2023</b>
<b>Deadline for Settlement Class Members to Make Objections</b>	<b>August 21, 2023</b>
<b>Deadline for Respond to Objections (if any)</b>	<b>September 5, 2023</b>
<b>Final Approval Hearing</b>	<b>September 20, 2023, at 2:00 p.m.</b>

31. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

**DONE** and **ORDERED** in Jacksonville, Florida this 20th day of June, 2023.



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Honorable BRIAN J. DAVIS  
United States District Judge