

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
Southern Division

Brian J. Martin, et al., individually and on
behalf of all others similarly situated,

Case No. 2:15-cv-12838

v.
Trott Law P.C., et al.,

Hon. David M. Lawson

Defendants.

Mag. Judge David R. Grand

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Counsel for David A. Trott

**PLAINTIFFS' REPLY BRIEF IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**

Preliminary Statement

After the claims administrator mailed first class postcards to almost 249,000 class members—whose addresses were first updated through two different services—only two class members filed objections.¹

As argued below, neither objection has merit. Moreover, the claims administration data available to date strongly support this Court granting final approval. Most importantly, almost 57,000 class members have filed claims, a claims rate of almost 23%. This is three times the average claims rate in consumer class actions. It reflects a strong endorsement of the settlement by class members.

Similarly, opt-outs have been extremely modest in number, even in the face of an active campaign by an out-of-state law firm to encourage class members (and in some cases even non-class members) to opt out. Again, this data strongly supports final approval.

This Court should reject both objections, finally approve the settlement and certify the settlement class.

¹ One of the two objectors (Conklin) challenges both the fee request and the settlement. Her fee challenge is addressed in a separate reply brief, in support of the fee petition. The other objector (Williams) does not challenge fees.

Background

This Court preliminarily approved the class settlement and authorized dissemination of notice on June 29, 2018 (“Preliminary Approval Order”) (ECF # 171.) On July 20, 2018, the claims administrator started sending postcard notices by first-class mail after running each member’s address through the U.S. Post Office change of address service and a private, third-party address update service. (ECF # 191-3, Azari Decl. ¶ 6.) The claims administrator then conducted further address research and re-mailed 8,901 postcards returned as undeliverable. *Id.* at ¶ 8. These efforts resulted in a 93.4% success rate for mailed class notice, a number impressive in its own right but all the more so given the age and context of the addresses provided by Trott Law (foreclosed properties dating back to 2009). *Id.* In addition to direct mail notice, the claim administrator implemented a publication notice regime and set up a settlement website and toll-free phone number, as previously reported. *Id.* at ¶¶ 10-15.

Class members’ response to the notice program has been overwhelmingly positive. To date members have made approximately 56,758 claims, a claims rate of 22.8%.² September 20, 2018, Weekly Report of Claims Administrator (Exh. A, attached). The claims administrator has received only 72 timely opt outs, including

² The claims deadline was extended to September 4, 2018, by operation of the rules because September 3, 2018, was Labor Day.

two opt outs from persons who status as class members has not yet been confirmed. September 20, 2018, Report of Claims Administrator Regarding Requests for Exclusion, (Exh. B, attached).

The Objections

The Williams Objection is focuses on conduct outside the scope of this lawsuit, primarily by an entity or entities that are not parties. (ECF # 187.) Williams argues that the foreclosure of her home was “without an arguable basis and was accompanied by conduct so willful and so grossly negligent as to constitute an independent tort.” *Id.* at 1. Her primary dispute appears to be with her former mortgage servicer, Nationstar Mortgage.

Aside from attorneys’ fees, Conklin’s only objection to the settlement is that half of the funds covering claim checks that remain uncashed after 90 days will be returned to Defendants. She would prefer, instead, that all such funds be directed to the designated *cy pres* recipient, the Michigan Foreclosure Prevention Project.³

³ Both objections are procedurally deficient, which alone is grounds to overrule them. *Rikos v. Proctor & Gamble Co.*, No. 1:11-cv-226, 2018 WL 2009681, at *13 (S.D. Ohio Apr. 30, 2018), *appeal voluntarily dismissed*, *Sweeney v. Rikos*, No. 18-3510, 2018 WL 4191403, at *1 (6th Cir. July 23, 2018). The Conklin Objection does not: (1) provide her current address, telephone number, or unique I.D. number assigned by the Claims Administrator; (2) identify by case name, case number, and court each class action settlement objected to (if any) by her or her attorneys in the last three years; or (3) include her signature. ECF No. 165 at 21-22 ¶ 10.2. In addition, the Williams Objection (filed September 5) is untimely.

Argument

I. THE WILLIAMS OBJECTION IS NOT PROPER.

The Williams Objection appears generally to take issue with the foreclosure of her home. While Williams is a Class Member and understandably upset about the foreclosure of her home, this class action only challenges whether certain of Trott Law PC's firm form foreclosure letters comply with the Fair Debt Collection Practices Act and the Michigan Regulation of Collection Practices Act. Williams' individual dispute about the propriety of her foreclosure is not within the scope of this action, and could not have been addressed here. Notably, the settlement expressly does *not* release any claims any class members may have against one of Trott Law PC's clients. Class Action Settlement Agreement at 26 ¶ 13.3 (ECF # 165, Pg. ID 4187.) This Court should not withhold final approval of the settlement on the basis of the Williams Objection.⁴

II. THE CONKLIN OBJECTION TO THE *CY PRES* PROVISION IS WITHOUT MERIT.

The Conklin Objection asserts that it is unfair that "unclaimed" settlement funds will revert back to Defendants and that it would be ". . . more fair if all

⁴ Williams objects because the settlement does not award her \$1 million in damages that do not appear to flow from the violations alleged in this case, further illustrating that her dispute does not concern fair debt claims, which have statutory damages limitations of no more than \$1,000. Her implicit contention that Class Counsel should have negotiated a \$249,000,000 *settlement* is, with respect, absurd.

unclaimed funds were provided to the designated charity.” (ECF No. 185 at 7.)

First, there is nothing unfair or improper about the reversion provision in the settlement, which is not a reversion at all in the classic sense. In other words, this is not, as Conklin infers, a “claims-made” settlement where defendants attempt to negotiate a settlement to advance a goal of suppressing claims, knowing that the unclaimed funds would revert back to them. On the contrary, this is a common fund settlement where an established cash fund will be divided *pro rata* among class members who submit valid claims. At present—and assuming that this Court grants the fee petition in full—each approved claimant is estimated to be paid approximately \$78.75. Thus, the only money allocated under the settlement to be split between the *cy pres* recipient and Defendants is not “unclaimed” funds, but funds that *were* claimed, but for which checks go uncashed. These are class members with known, valid addresses who made claims and were sent checks but for whatever reason failed to cash them within the disclosed 90-day expiration date. There is nothing unfair or improper about distributing those funds to the *cy pres* recipient and Defendants.⁵

And while Plaintiffs would prefer, in a perfect world, to have negotiated a

⁵ While the amount is necessarily unknown at this time, it seems unlikely that a large number of class members would take the time and trouble to submit a claim but then not cash a check in excess of \$75. If this is so, then the amount returned to Defendants will not be large.

settlement where all uncashed funds would be given to the *cy pres* recipient, that they were unable to accomplish this is no reason to reject the settlement. The Conklin Objection ignores that settlements are negotiated instruments, creatures of compromise. Objections that class counsel “should have done better” are routinely rejected. *See, e.g., In re Wachovia Corp. “Pick a Payment” Mortg. Mktg. & Sales Practices Litig.*, No. 5:09-md-02015-JF, 2011 WL 1877630, at *4 (N.D. Cal. May 17, 2011); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (“that the settlement could have been better . . . does not mean the settlement presented was not fair, reasonable or adequate. Settlement is the offspring of compromise.”); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (noting “the very essence of a settlement is a compromise, a yielding of absolutes and an abandoning of highest hopes.”).

Oddly, Conklin seeks to bolster her objection that not *enough* money is going to the *cy pres* recipient through a misreading of the settlement agreement:

This [unfairness] is especially true in light of the fact that the parties are hoping that no more than 5% of the claimants actually submit a claim. As it states in the Supplemental Agreement Regarding Class Action Settlement Agreement filed in this case, “Defendants, or either of them, shall have the option of terminating the Settlement Agreement, at their sole option, prior to the Final Approval (Final Fairness) Hearing if the number of Class Members who timely submit valid Requests for Exclusion exceeds five (5) percent of the Settlement Class.” This hardly seems tailored to incentivize the parties to provide as much benefit as possible to the class members.

Conklin Objection at 6. But the provisions Conklin references have nothing

whatsoever to do with the claims rate—which, as noted, has been phenomenal. Instead, it is a traditional “blow” provision, a commonplace for decades in class settlements, to give Defendants the option of terminating the settlement if an unusually large number of class members opt out.⁶

Conclusion

For the foregoing reasons, the Court should finally approve the settlement.

Dated: September 20, 2018

Respectfully submitted,



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⁶ The number of opt-outs filed in this action is infinitesimal, three-hundredths of one percent, despite an opt-out campaign launched by a Florida law firm seeking to recruit clients. *See* Exhibit C, attached (personal information redacted).

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Counsel for Plaintiffs and the Class

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on the above date a copy of the foregoing was filed with the Court using the ECF system, which will send notification of such filing to all parties who have appeared through their attorneys of record.

/s/ Andrew J. McGuinness
Andrew J. McGuinness

EXHIBIT A



Martin V. Trott Law PC (7524)

Weekly Administration Report

Fairness Hearing Date: 9/27/2018

	Week Ending	8/31/2018	9/7/2018	9/14/2018	9/20/2018	Cumulative
Outgoing Mailings						
Initial Mailing Date 07/20/2018						
Postcard Notice with Claim Form (Initial Mailing)						248,672
Postcard Notice Rемаiled Per Address Research		264	62	-	-	8,901
Long Form Notice Requested via Toll Free Number or Correspondence		38	56	-	59	558
Total Mailings Sent		302	118	-	59	258,131
Undeliverable Mailings						
Total Processed Undeliverable Postcards (including Remails)		305	209	154	33	25,574
Current Undeliverable Records From Initial Mailing*		16,385	16,534	16,660	16,697	
*Unique record where we were not able to obtain a more current address.						
Opt Outs/Requests for Exclusion						
Deadline 09/03/2018						
Confirmed Class Members						70
Possible Class Members						2
Not Class Members						50
Total Requests for Exclusion						122
Objections						
Deadline 09/03/2018						
Total Objections Received		1	1	-	-	2
- Timely		1	1	-	-	2
- Late			-	-	-	-
Claim Forms						
Filing Deadline 09/03/2018						
Claim Form - Total Received		1,919	1,615	695	285	39,278
Web Claim - Total Received		990	1,155	-	-	17,480
Total Claims Received (Paper and Web)		2,909	2,770	695	285	56,758
Incoming and Outgoing Communications						
Correspondence (Received)		10	19	4	7	128
Correspondence (Sent)		24	8	2	-	82
Call Center Support						
+1 855 540 5610						
Launch Date 07/19/2018						
IVR - Total Calls		204	197	93	Unavailable	3,145
IVR - Total Minutes		635	522	238	Unavailable	8,673
Website						
www.trottfairdebtsettlement.com						
Page Hits (Number of Pages Viewed)		7,083	8,458	1,219	793	127,900
Sessions (Number of Unique Visitors by IP Address)		1,707	2,069	610	409	37,085

DISCLAIMER: Epiq Class Action & Mass Tort Solutions ("ECA") maintains this report for its clients to provide a near-real-time view into the Administrator's database. Please be aware that, while ECA makes every effort to ensure that the information provided is timely, accurate and complete, the status of documents and line-item counts may be changing due to work in progress, analyst review, quality assurance audits, processing of additional documentation, and data validation. Before using these statistics for critical analysis or for court filings, you should contact your Project Manager.

EXHIBIT B

Requests for Exclusion

	Claimant Name	Date Received	Postmark Date	Opt Out #	Claimant Status
1	Melissa Witkovsky	7/27/2018	7/25/2018	900000001	Confirmed class member
2	Barbara Kough	7/30/2018	7/26/2018	900000002	Confirmed class member
3	Robert Cole	7/31/2018	7/27/2018	900000003	Confirmed class member
4	Deborah Taitt	8/1/2018	7/28/2018	900000004	Confirmed class member
5	Geraldine M. Williams	8/8/2018	8/6/2018	900000007	Confirmed class member
6	Debra Knight	8/20/2018	8/15/2018	900000008	Confirmed class member
7	Valeria D. McKinstry, now Valerie D. Austin	8/24/2018	8/22/2018	900000012	Confirmed class member
8	George T. Schooff	8/24/2018	8/20/2018	900000013	Confirmed class member
9	Robert Proctor	8/27/2018	8/23/2018	900000014	Confirmed class member
10	Carolyn J. Proctor	8/27/2018	8/23/2018	900000015	Confirmed class member
11	Bruce J. Soloway	8/27/2018	8/22/2018	900000017	Confirmed class member
12	Sherry Baran/Sherry Dragone	8/27/2018	8/23/2018	900000018	Confirmed class member
13	Jeffrey L. Holt	8/27/2018	8/23/2018	900000019	Confirmed class member
14	Brenda L. Holt	8/27/2018	8/23/2018	900000020	Confirmed class member
15	Rosemary Koch	8/27/2018	8/23/2018	900000021	Confirmed class member
16	Paula Kinnunen	8/30/2018	8/27/2018	900000024	Confirmed class member
17	Charles Dayne	8/30/2018	8/24/2018	900000026	Confirmed class member
18	Timothy Wiitala	8/30/2018	8/24/2018	900000028	Confirmed class member
19	Michael Hashley	9/4/2018	8/27/2018	900000031	Confirmed class member
20	Johni Slaiwa	9/4/2018	8/28/2018	900000037	Confirmed class member
21	Roxanne Sawallich	9/4/2018	8/28/2018	900000038	Confirmed class member
22	Alireza Parsad	9/4/2018	8/28/2018	900000041	Confirmed class member
23	Shawn Tucker	9/4/2018	8/29/2018	900000042	Confirmed class member
24	Valentina Lopez	9/4/2018	8/29/2018	900000045	Confirmed class member
25	Willie Thompson	9/4/2018	8/29/2018	900000046	Confirmed class member
26	Belinda Thompson	9/4/2018	8/29/2018	900000047	Confirmed class member
27	Suzanne M. Gresehover	9/4/2018	8/29/2018	900000049	Confirmed class member
28	Larry Thompson	9/4/2018	8/29/2018	900000050	Confirmed class member
29	Vergenia Pennyman	9/4/2018	8/29/2018	900000051	Confirmed class member
30	Rocky Elem	9/4/2018	8/29/2018	900000052	Confirmed class member
31	Nickolas Vallianatos	9/4/2018	8/29/2018	900000053	Confirmed class member
32	Frank Saxton	9/4/2018	8/29/2018	900000054	Confirmed class member
33	Terrence Sweeney	9/4/2018	8/29/2018	900000055	Confirmed class member
34	Jamerson Jones	9/4/2018	9/1/2018	900000057	Confirmed class member
35	Regan A. Guevara	9/5/2018	8/31/2018	900000060	Confirmed class member
36	Mary E. Orlando	9/5/2018	8/30/2018	900000061	Confirmed class member
37	Andrew D. Orlando	9/5/2018	8/30/2018	900000062	Confirmed class member

Requests for Exclusion

	Claimant Name	Date Received	Postmark Date	Opt Out #	Claimant Status
38	Peter Tringali	9/5/2018	8/31/2018	900000063	Confirmed class member
39	Margaret Tringali	9/5/2018	8/31/2018	900000064	Confirmed class member
40	Michael C. Kelly	9/5/2018	9/1/2018	900000065	Confirmed class member
41	Louri L. Winchel	9/5/2018	8/31/2018	900000066	Confirmed class member
42	Gary L. Wolfenden	9/6/2018	9/3/2018	900000067	Confirmed class member
43	Robert Melton	9/7/2018	9/4/2018	900000069	Confirmed class member
44	Lisa R. Armstrong	9/7/2018	9/4/2018	900000070	Confirmed class member
45	Scott A Baron	9/7/2018	9/4/2018	900000072	Confirmed class member
46	David A. Johnson	9/7/2018	9/4/2018	900000076	Confirmed class member
47	Diann M. Hawthorne	9/7/2018	9/4/2018	900000077	Confirmed class member
48	Roger J Hawthorne	9/7/2018	9/4/2018	900000078	Confirmed class member
49	Fred Broach JR	9/7/2018	9/4/2018	900000080	Confirmed class member
50	Edward D. Williams	9/7/2018	9/4/2018	900000086	Confirmed class member
51	Yvonne Williams	9/7/2018	9/4/2018	900000087	Confirmed class member
52	Dana M. Fry	9/7/2018	9/4/2018	900000089	Confirmed class member
53	Carol A. Fry	9/7/2018	9/4/2018	900000090	Confirmed class member
54	Andrew T Hunt	9/7/2018	8/30/2018	900000092	Confirmed class member
55	Mark S Iannuzzi	9/7/2018	8/30/2018	900000093	Confirmed class member
56	Tina Mosley	9/7/2018	8/30/2018	900000095	Confirmed class member
57	Christopher Mosley	9/7/2018	8/30/2018	900000096	Confirmed class member
58	Benjamin Mcswain	9/7/2018	9/4/2018	900000100	Confirmed class member
59	Lori Cordier	9/7/2018	9/4/2018	900000108	Confirmed class member
60	Lakia Bozeman	9/7/2018	9/4/2018	900000113	Confirmed class member
61	Mildred P Weirts	9/7/2018	9/4/2018	900000115	Confirmed class member
62	James A Weirts	9/7/2018	9/4/2018	900000116	Confirmed class member
63	Gretchen Molotky	9/10/2018	9/5/2018 and duplicate submission 9/4/2018	900000118	Confirmed class member
64	Brenda Ledbetter for Estate of Willie Sue Nault	9/10/2018	9/4/2018	900000122	Confirmed class member
65	Paul Alkevicius/Paulius Alkevicius	9/10/2018	9/4/2018	900000123	Confirmed class member
66	Lisa Alkevicius/Lisa LaFave	9/10/2018	9/4/2018	900000124	Confirmed class member
67	Daniel Criss	9/10/2018	9/4/2018	900000126	Confirmed class member
68	Christine Skandis	9/10/2018	9/4/2018	900000127	Confirmed class member
69	Larry Fuller	9/10/2018	9/4/2018	900000128	Confirmed class member
70	Marcus Holmes for Estate of Princess Holmes	9/7/2018	N/A; Faxed 9/7/2018	Not yet assigned	Confirmed class member
71	Justin D. Adams	8/23/2018	8/17/2018	900000011	Not a class member
72	Anthony J. Austin, Sr.	8/24/2018	8/22/2018	900000012	Not a class member
73	Lori A. Bloink	8/27/2018	8/22/2018	900000016	Not a class member

Requests for Exclusion

	Claimant Name	Date Received	Postmark Date	Opt Out #	Claimant Status
74	Bertha Pete	8/27/2018	8/25/2018	90000022	Not a class member
75	Frances Gossett	8/30/2018	8/24/2018	90000023	Not a class member
76	Jed Gossett	8/30/2018	8/24/2018	90000025	Not a class member
77	Donnell Jackson	8/30/2018	8/24/2018	90000027	Not a class member
78	Sylvester Jackson SR.	9/4/2018	8/28/2018	90000032	Not a class member
79	Delphine Jackson	9/4/2018	8/28/2018	90000033	Not a class member
80	Robert Shay	9/4/2018	8/28/2018	90000034	Not a class member
81	Shanon Causley	9/4/2018	8/28/2018	90000036	Not a class member
82	Robert Gurganian	9/4/2018	8/28/2018	90000039	Not a class member
83	Alice Shay	9/4/2018	8/28/2018	90000040	Not a class member
84	Sharon Teper	9/4/2018	8/29/2018	90000043	Not a class member
85	Willie Chamble	9/4/2018	8/29/2018	90000044	Not a class member
86	Evelyn Triplett	9/4/2018	8/29/2018	90000048	Not a class member
87	Linda Jewell	9/4/2018	8/29/2018	90000056	Not a class member
88	William Johanson	9/7/2018	9/4/2018	90000068	Not a class member
89	Harold Haywood	9/7/2018	9/4/2018	90000071	Not a class member
90	Robert Dockery	9/7/2018	9/4/2018	90000073	Not a class member
91	Eleanor Dockery	9/7/2018	9/4/2018	90000074	Not a class member
92	Easkine Wade	9/7/2018	9/4/2018	90000079	Not a class member
93	Bertha Pete	9/7/2018	9/4/2018	90000081	Not a class member
94	Steven Wilson	9/7/2018	9/4/2018	90000082	Not a class member
95	James Cuykendall	9/7/2018	9/4/2018	90000083	Not a class member
96	Mary Johnson	9/7/2018	9/4/2018	90000084	Not a class member
97	He Nu Harrell Grasty	9/7/2018	9/4/2018	90000085	Not a class member
98	Rosemary Radvansky	9/7/2018	9/4/2018	90000088	Not a class member
99	Earl Williams	9/7/2018	8/30/2018	90000091	Not a class member
100	Najwa Iannuzzi	9/7/2018	8/30/2018	90000094	Not a class member
101	Robert Watson	9/7/2018	8/30/2018	90000097	Not a class member
102	Steven Li	9/7/2018	8/30/2018	90000098	Not a class member
103	Frances Watson	9/7/2018	8/30/2018	90000099	Not a class member
104	Karen Dunigan	9/7/2018	9/4/2018	90000101	Not a class member
105	Yvonne Nevers	9/7/2018	9/4/2018	90000102	Not a class member
106	Daniel Dunigan	9/7/2018	9/4/2018	90000103	Not a class member
107	Sandra Eddy	9/7/2018	9/4/2018	90000104	Not a class member
108	Richard Eddy	9/7/2018	9/4/2018	90000105	Not a class member
109	Tobey Dumas	9/7/2018	9/4/2018	90000106	Not a class member
110	Nadia Causley	9/7/2018	9/4/2018	90000107	Not a class member

EXHIBIT C

Trott Class Action Claims Administrator
P.O. Box 3747
Portland, OR 97208-3747

NOTICE OF OPT OUT OF SETTLEMENT CLASS IN
Martin, et al., v. Trott Law PC, and David A. Trott, Case No. 2:15-cv-12838

Please consider this written notification that I want to opt out of the settlement class and be excluded from the settlement in the above matter.

PRINTED FULL NAME

SIGNATURE

***_**_____
LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER

_____ | _____
ADDRESS

CELL PHONE NUMBER

DATE



CONSUMER LAW ATTORNEYS

2325 Ulmerton Road, Ste. 16, Clearwater, FL 33762
Phone: (877)241-2200 Fax: (727)216-3132

Case Manager: Raul Nieves

Fair Debt Collections Practices Act Violations Retainer

Borrower Name	Co-Borrower Name
Mailing Address	City, State Zip
Phone Number	Mobile Number
Email Address	Secondary Email Address
Property Address	City, State Zip

1. Did you lose your home to Foreclosure if so when? Yes No _____
2. Did you receive any letter from Trott Law PC between August 11, 2009 to present date and if so when? Yes No _____
3. Did you receive an Opt Out form from Martin v. Trott Law PC? Yes No
4. Have you ever filed for bankruptcy? Yes No
5. Mortgage Loan Number: _____
6. Last 4 of Borrower's Social Security Number: ***-**-_____



CONSUMER LAW ATTORNEYS

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AGREEMENT FOR REPRESENTATION

I/WE, the undersigned, hereby retain Consumer Law Attorneys Corp. (FIRM) to represent me (Client) regarding the matter of: Fair Debt Collection Practices Act (FDCPA) and Michigan Regulation of Collection Practices Act (RCPA).

This agreement is important. It defines Client's rights and obligations, regardless of anything the FIRM may have discussed. The FIRM understands that the Client may have one or more causes of actions for violations of the Client's Consumer Rights. Generally, violations are actions or inactions by collection agencies which violate Federal or State Laws.

This agreement requires the Client's utmost cooperation and without the Client's cooperation the FIRM cannot properly represent the Client in pursuing any violations that the Client may have against the Trott Law PC. This authorization gives the FIRM an ethical obligation to use the FIRM's professional judgment in deciding whether or not to pursue any causes of action on the Client's behalf. It is further understood that it is the FIRM's sole option on ultimately deciding whether or not to represent the Client in the matter that is brought forth here.

It's also understood that in the event that the FIRM chooses not to represent the Client, and notifies the Client in writing of the FIRM's decision this agreement becomes null and void. In the event that the FIRM chooses not to represent the Client, the Client then has the right to hire another attorney for pursuing the Client's potential claim(s). The Client understands that the FIRM can be held accountable both as a FIRM and personally as the Client's attorneys for bringing an action in bad faith. If upon examination of the information that Client provides to the FIRM, the FIRM decides to pursue an action on Client's behalf, this agreement authorizes the FIRM to pursue such action on Client's behalf. The Client further authorizes the FIRM to choose the best course of action as the Client's attorney including but not limited to: 1) Filing a lawsuit on Client's behalf 2) Negotiating a Settlement 3) Sending out a Demand Letter 4) Taking another approach all together and/or 5) Some combination of the other approaches

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date: _____

Date: _____

This agreement is not accepted until signed by Consumer Law Attorneys Corp.

Printed Name

Signature

Date



CONSUMER LAW ATTORNEYS

2325 Ulmerton Road, Ste. 16, Clearwater, FL 33762
Phone: (877)241-2200 Fax: (727)216-3132

FEE UNDER FAIR DEBT COLLECTION PRACTICES ACT AND MICHIGAN REGULATION OF COLLECTION PRACTICES ACT

Our statements for professional services will be based upon our Firm’s hourly rates listed on the next page. The Firms, current hourly rate ranges from \$120/hour to \$450/hour. Disbursements and other charges relating to our professional services may include, without limitation, filing fees, long-distance telephone calls, courier service, travel expenses, photocopying, stenographers’ charges, transcripts, court costs, other professional or expert’s fees, and computerized legal research charges. The Firm will bill \$0.25/page for photocopies and \$1.00/page for facsimile transmissions.

Client shall NOT be responsible for the direct payment of any of Firm’s attorney’s fees and costs charged and incurred based upon the following agreement, unless Client terminates our services, in the event of a settlement, or withholding of a settlement:

- a) All attorneys’ fees to be awarded by the Court and/or agreed to be paid by the defendant/opposing party shall be the property of the Firm exclusively.
- b) Any actual damages or statutory damages up to \$1,000 per violation to be awarded by the Court and/or agreed to be paid by the defendant/opposing party shall be the property of the Client.

If a settlement is reached which does not specify which portion of settlement represents statutory or actual damages versus reimbursement of attorney’s fees and costs, the Firm’s attorney’s fees, actual costs, and expenses shall be first reimbursed to the Firm, then the balance of the settlement amount that will be confirmed with Client verbally and in writing after the deduction of costs. After FIRM’s attorney’s fees, actual costs and expenses are paid first, Client may obtain up to \$1,000 in statutory or actual damages per violation to be awarded by the Court and/or agreed to be paid by the defendant/opposing party shall be the property of the Client.

- 1) If the Court orders, Client may be liable for any fees and costs associated with litigation from the Defendant’s counsel’s representation.

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date: _____

Date: _____



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Settlement Authority:

You unequivocally grant Law Office settlement authority with the creditor, collector, and/or their respective counsel for Your case(s) if Your case(s) is/are a Statutory Damage (i.e., FDCPA, FCCPA, EFTA, and/or TCPA) case. Law Office will diligently prosecute Your case(s) and deliver Your net recovery to You as soon as possible

If Your case(s) is/are an Actual Damage case, Law Office will consult with You on all settlement offers. You will have settlement input jointly with Law Office's consultation. Under no circumstances will settlement authority be unreasonably withheld by You or Us. In the event that We has negotiated a reasonable settlement of Your case(s) and You unreasonably withhold settlement authority, You shall be responsible for attorneys' fees and costs incurred in filing and litigating this case(s).

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date: _____

Date: _____



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**By initialing and signing below,
You agree to the terms in this Agreement and acknowledge that You have received a copy of it.**

Initial

Acknowledgement

In the event of a settlement, the total settlement sum represents both Your statutory, actual, and punitive damages **AND** Our attorneys' fees. The two amounts (i.e., attorneys' fees and damages) are entirely unrelated and at no point will You be entitled to any more than the damages as provided by law and discussed above, minus Our costs.

The maximum amount You may recover by law for statutory damages under the FCCPA, FDCPA, TCPA and/or the EFTA is typically up to \$1,000.00, regardless of the total settlement amount. Actual and/or punitive damages are subjective by nature and shall be determined via settlement or the Court/Jury.

Detailed contemporaneous time records will be kept regarding Your case with Law Office to record and justify the hours spent, as well as the costs incurred, in drafting, filing and prosecuting Your case. These times and expenses are contemporaneously kept to justify and support the award of attorneys' fees and costs in the event an hourly recovery of fees is the result in a particular case.

You shall owe Law Office nothing in the event that there is no recovery in Your case. Law Office is potentially incurring gratuitous expenses and time in the spirit of advocating for the client. You acknowledge this advocacy and the risk We are potentially incurring on Your behalf and grant that this risk is both authorized and deemed valuable consideration in return for lawful fees authorized by the Florida Bar.

In the event that Law Office has negotiated settlement and recovered Your statutory and actual damages, and You then withhold settlement authority, You understand that such authority shall be deemed unreasonably withheld and You shall be responsible for Our attorneys' fees and costs that would have been recovered through settlement.

Law Office's attorneys' fees shall be paid based upon the contingency-fee terms referenced above. Especially in the event when attorneys' fees are paid based upon contemporaneously-kept attorneys' fees (rather than based upon a percentage of the Net Recovery), I specifically acknowledge that Law Office's attorneys' fees and costs may eclipse my recovery for damages.

By signing below, I knowingly and willingly enter into this agreement and have asked any questions that I may have about the agreement prior to signing.

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date: _____

Date: _____



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TERMINATION OF SERVICES:

In the event Client terminates Firm’s services prior to the conclusion of Firm’s handling of the Matter, the Firm shall be entitled to charge Client for the time expended on the Matter on Client’s behalf, in accordance with the aforementioned hourly rates, plus reimbursement of all costs incurred. Or should Client provide false or misleading information to the Firm the Firm shall be entitled to charge Client for the time expended on the Matter on Client’s behalf, in accordance with the aforementioned hourly rates, plus reimbursement of all costs incurred. In the event our statements are not paid within thirty (30) days, interest shall accrue on any outstanding balance at the rate of 1.5% per month. In the event that Firm is required to seek collection of outstanding invoices to Client, Firm shall be entitled to recover reasonable attorneys’ fees and costs related to such collection efforts.

We may withdraw in writing at any time as Your lawyer, so long as You are not prejudiced by it. You may terminate Us at any time as Your lawyer, however, You unequivocally agree that We retain and We do in fact retain an attorneys’ lien for the work We have done in your case. In the event that you file for bankruptcy before the conclusion of Our representation in this matter, You hereby grant Us an attorneys’ charging lien for attorneys’ fees and costs incurred for Your case until Your bankruptcy petition filing date.

You agree that the We shall have a lien on all of Your documents, personal property, and money in Our possession or another’s possession for Your benefit, including any funds held in a trust or Your retainer account which We maintain, in order to secure the payment of all sums owed by You to Us under this agreement. You also agree that the lien extends to property or funds You received or will receive by settlement, judgment, or otherwise, or which was an issue in litigation between the parties

NO REPRESENTATION ACKNOWLEDGMENT

Client fully understands and expressly states that no party has made any representation or promise to Client or anyone else, other than those contained in the Agreement for Representation, including but not limited to, representation regarding the outcome or potential outcome of the matter contained in the Agreement for Representation.

Client expressly agrees that prior outcomes do not guarantee a similar outcome, and it is impossible for anyone, including but not limited to Firm, to predict the outcome of Client’s case.

Client understands that Firm, makes no representations as to the time by which this legal matter can be resolved.

Client understands that Firm, does not repair credit and no representation of this has been made. Client also understands that Firm is not defending Client’s case against Client’s creditors and has in no way made any representation as such.

Client understands that resolution of this matter involves other parties and that those parties’ actions will affect the length of time involved in resolving this matter.

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date: _____

Date: _____



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STIPULATION FOR WITHDRAW OF COUNSEL

I/WE the undersigned hereby agree to allow my attorney to withdraw from my case for non-compliance with the Retainer Agreement. I understand that all future documents shall be sent to me and that I will be responsible for my case.

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date: _____

Date: _____

Forwarding Address:

Street Address

City, State, Zip Code



CONSUMER LAW ATTORNEYS

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Authorization Form

Creditor/Collection Agency: _____ Account Number: _____

RE: Authorization/Cease and Desist

Dear Sir or Madam,

Please be advised that this firm represents the below referenced clients in the above referenced matter for debt you claim is owed. All communications regarding this matter, including, but not limited to: Fair Debt Collection Practices Act (“FDCPA”), Telephone Consumer Protection Act of 1991 (“TCPA”), if applicable, Florida Consumer Collection Practices Act (“FCCPA”), requests for payment, collection letters, and any communication in connection with the above referenced debt. **You are hereby advised to cease all contacts with our clients immediately. Please direct your responses and all future correspondences solely to this office.**

I authorize you to furnish the requested information regarding my debt to my attorneys, Consumer Law Attorneys, at their office address as shown below. **I hereby expressly revoke any prior consent I may have given to call me on any/all of my phone numbers on record.** My phone numbers are

_____.

My Designated Agent is	Consumer Law Attorneys	Authorized Agent(s):
Phone: 877-241-2200	2325 Ulmerton Rd Suite 16	All Agents
Fax: 727-216-3132	Clearwater, FL 33762	

Property Address: _____

***_**_ _____

_____	_____	_____
Borrowers Signature	Date	Social Security #

Borrowers Printed Name

_____	_____	_____
Co-Borrowers Signature	Date	Social Security #

Co-Borrowers Printed Name



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CREDIT REPORT AUTHORIZATION

I/We the undersigned authorize Consumer Law Attorneys to obtain a consumer credit report on me. Consumer Law Attorneys will use the consumer credit report to confirm my residency address and determine whether my income is eligible to support a loan modification. Upon request, Consumer Law Attorneys will provide me with the name and address of the Consumer Reporting Agency contacted to supply the report. I understand that this credit report will be retained on file at Consumer Law Attorneys and that the information will not be disclosed to anyone without my prior written consent.

Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date: _____

Date: _____