

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 17-23307-CIV-COOKE/GOODMAN

AUSTIN BELANGER,

Plaintiff,

v.

ROUNDPOINT MORTGAGE
SERVICING CORPORATION, et al.,

Defendants.

**REPORT AND RECOMMENDATIONS ON JOINT MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING SETTLEMENT
CLASS FOR SETTLEMENT PURPOSES, DIRECTING THE ISSUANCE OF CLASS
NOTICE, AND SCHEDULING A FINAL APPROVAL HEARING**

Upon review and consideration of the Joint Motion for Preliminary Approval of Class Action Settlement¹ of Settling Plaintiff² Austin Belanger, on behalf of himself and all RoundPoint Settlement Class Members, and Defendant RoundPoint Mortgage Servicing Corporation; Defendant Great American E&S Insurance Company; and Defendant Willis of Ohio, Inc., f/d/b/a Loan Protector Insurance Services, including the Parties' Stipulation and Settlement Agreement dated September 6, 2018, and all exhibits

¹ United States District Court Judge Marcia G. Cooke referred the matter to me for a Report and Recommendations. [ECF No. 103].

² Unless otherwise indicated, capitalized terms used throughout this Order shall have the meanings ascribed to them in the Settlement Agreement.

thereto, and the Court having been fully advised in the premises, it is **respectfully recommended** that the District Court **grant** the motion as follows:

1. **Settlement.** Settling Plaintiff and Defendants have negotiated a proposed settlement of Settling Plaintiff's claims in this action, individually and on behalf of a class of borrowers of RoundPoint, described below as the RoundPoint Settlement Class, to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims against (a) RoundPoint, Willis of Ohio, and Great American, individually and collectively, and all of their respective past and present, direct and indirect, divisions, parents, subsidiaries, parent companies, and Affiliates with respect to the period of time such Affiliates were controlled by, or under common control with, a Released Party, including but not limited to any direct or indirect subsidiary of any of them, and all of the officers, directors, employees, agents, brokers, distributors, representatives, shareholders, insurers, and attorneys of all such entities.

2. **Review.** The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are incorporated herein as though fully outlined in this Order.

3. **Preliminary Approval.** The Settlement Agreement entered into by and among the Settling Plaintiff and RoundPoint, Willis of Ohio, and Great American was

negotiated at arm's length and is approved on a preliminary basis as fair, reasonable, and adequate and within the range of possible approval.

4. **Settlement Class Relief.** The proposed Claim Settlement Relief to RoundPoint Settlement Class Members, as identified in Section 4 of the Settlement Agreement, is approved on a preliminary basis as fair, reasonable, and adequate. The RoundPoint Settlement Class shall consist of:

All borrowers with mortgage loans secured by property in the United States who, within the Settlement Class Period (as defined below), were charged by RoundPoint under an LPI Policy for Residential Property, and who, within the Settlement Class Period, either (i) paid to RoundPoint the Net Premium for that LPI Policy or (ii) did not pay to and still owe RoundPoint the Net Premium for that LPI Policy. Excluded from the Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of any Defendant in the Litigation or any of their respective Affiliates; (ii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; (iii) borrowers whose LPI Policy was cancelled in its entirety such that any premiums charged and/or collected were fully refunded to the borrower's escrow account; and, (iv) all borrowers who file a timely and proper request to be excluded from the Settlement Class.

The Settlement Class Period shall commence on November 1, 2012, and shall continue through and including the date of entry of this Order.

5. **Preliminary Certification of Settlement Class.** For settlement purposes only, the Court makes the following determinations as to certification of the RoundPoint Settlement Class:

(a) The Court preliminarily certifies the RoundPoint Settlement Class for purposes of settlement only, under Fed. R. Civ. P. 23(a) and (b)(3).

(b) The RoundPoint Settlement Class is so numerous that joinder of all members is impracticable;

(c) There are questions of law or fact common to the Noticed Class Members;

(d) The claims of the Settling Plaintiff are typical of the claims of the Noticed Class Members;

(e) Settling Plaintiff is capable of fairly and adequately protecting the interests of the Noticed Class Members, in connection with the Settlement Agreement;

(f) Common questions of law and fact predominate over questions affecting only individual Noticed Class Members;

(g) The RoundPoint Settlement Class is ascertainable; and

(h) Resolution of the claims in this Litigation by way of a nationwide class action settlement is superior to other available methods for the fair and efficient resolution of the claims of Noticed Class Members.

6. **Designation of Class Representative.** Settling Plaintiff Austin Belanger is designated as the representative of the RoundPoint Settlement Class for the sole purpose of seeking a settlement of the claims against RoundPoint, Willis of Ohio, and Great American in the Litigation.

7. **Designation of Class Counsel.** The law firms of The Moskowitz Law Firm, PLLC and Harke Law LLP are designated as Class Counsel for the RoundPoint Settlement Class for the sole purpose of the Settlement.

8. **Final Approval Hearing.** A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at **10 :00 a.m. on January 15, 2019**, [at least 120 days after preliminary approval] before the Honorable Jonathan Goodman, to determine, among other things: (i) whether the classwide Settlement of Settling Plaintiff’s claims against RoundPoint, Willis of Ohio, and Great American in the Litigation should be approved as fair, reasonable, and adequate; (ii) whether the Settling Plaintiff’s claims against RoundPoint, Willis of Ohio, and Great American in the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iii) whether RoundPoint Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (iv) whether RoundPoint Settlement Class Members should be subject to a permanent injunction which, among other things, bars Settling Plaintiff and all RoundPoint Settlement Class Members and any person actually or purportedly acting on their behalf, from filing, commencing, prosecuting, maintaining, intervening in, participating in (as parties, class members or otherwise), and from organizing or soliciting the participation of other RoundPoint Settlement Class Members in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a

pending action) in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (v) whether the application of Class Counsel for an award of Attorneys' Fees and Expenses, and proposed Case Contribution Award to Settling Plaintiff, should be approved.

9. Class Notice.

9.1. The Court approves the Class Notice as described in the Settlement Agreement, including the Mail Notice attached as Exhibit B to the Settlement Agreement and the manner of providing Mail Notice to Noticed Class Members described in Section 6 of the Settlement Agreement. The Court finds that Class Notice as described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise Noticed Class Members of the pendency of this Litigation, the terms of the Settlement Agreement, and their right to object to the Settlement or to exclude themselves from the RoundPoint Settlement Class. The Court further finds that Mail Notice, Publication Notice, the Settlement Website, and the other forms of Class Notice described in the Settlement Agreement are reasonable, constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and meet the requirements of Fed. R. Civ. P. 23 and due process.

9.2. The Mail Notice, in the form and content of Exhibit B to the Settlement Agreement, shall be mailed by the Settlement Administrator not less than ninety (90) Days before the Final Approval Hearing regarding the Settlement, in the

manner described in the Settlement Agreement. The Claim Form Instructions and Claim Form, in the form and content attached as Exhibits C and D to the Settlement Agreement, shall be included with the Mail Notice.

9.3 A summary Publication Notice, in the form and content attached as Exhibit E to the Settlement Agreement, shall be published by the Settlement Administrator not less than forty-five (45) Days before the Final Approval Hearing regarding this Settlement, in the manner described in the Settlement Agreement.

9.4 No later than the posting of the Mail Notice, the Settlement Administrator shall establish a Settlement Website that shall contain copies of the Settlement Agreement and Exhibits, the Preliminary Approval Order, the Mail Notice, Claim Form Instructions, Claim Form, Spanish translations of the Mail Notice, Claim Form, and Claim Form Instructions, and such other documents as Class Counsel and Defendants' Counsel agree upon. The Claim Form Instructions and Claim Form shall be available to download or print from the Settlement Website. In addition, the Settlement Website shall allow for the option of completing Claim Forms online on the Settlement Website, utilizing an e-signature format; provided however, for those Claims requiring verification documents, the Claimant must upload scanned copies of those verification documents to the Settlement Website, with the appropriate claim number to associate the uploaded verification documents with the Claim. The Settlement Website shall have a Uniform Resource Locator which identifies the Settlement Website as

www.BelangerSettlementInfo.com. The Settlement Website shall remain open and accessible through the last day for RoundPoint Settlement Class Members to submit a Claim for Settlement Relief. The Settlement Website shall not include any advertising, and shall not bear or include any logos or trademarks of any of the Defendants. Further, the Settlement Administrator shall publish, beginning not less than 60 Days before the Final Approval Hearing, advertisements on the Internet directed to Noticed Class Members in form and content mutually acceptable to Class Counsel and Defendants as described in the Settlement Agreement.

9.5 No later than the posting of the Mail Notice, the Settlement Administrator shall also establish a toll-free interactive voice response (“IVR”) phone number, without live operators, with script recordings of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the Mail Notice and Claim Form. The phone number shall remain open and accessible through the last day for RoundPoint Settlement Class Members to submit a Claim Form. The Settlement Administrator shall make reasonable provision for Class Counsel to be promptly advised of recorded messages left by Noticed Class Members concerning the Litigation and/or this Settlement, so that Class Counsel may timely and accurately respond to such inquiries; *provided however*, the Settlement Administrator shall review the recorded messages before providing them to Class Counsel, and if one or more of the messages 1) requests a blank Claim Form, 2) seeks confirmation that the caller is indeed

a Noticed Class Member, 3) asks for the amount of Net Written Premium charged to the Noticed Class Member and the calculation of expected payment if a valid Claim Form is submitted, 4) inquires as to whether a Claim Form was received and if it is valid, or 5) seeks other similar administrative assistance only, then the Settlement Administrator shall handle such administrative request(s), but the Administrator shall provide all other messages to Class Counsel for any further response to the Noticed Class Member.

9.6 RoundPoint Settlement Class Members will be provided an opportunity to submit Claim Forms in the form attached to the Agreement as Exhibit C, requesting Claim Settlement Relief in accordance with the terms of the Agreement. To be considered valid and timely, a Claim Form must be completed and signed by the RoundPoint Settlement Class Member and all mortgagors on the mortgage for the Residential Property insured by the LPI Policy related to the RoundPoint Settlement Class Member's Claim; must be materially complete as provided in the Agreement; and must be (a) if in paper form, mailed to the address of the Settlement Administrator as specified in the Claim Form and postmarked by **March 15, 2019** ("Claim Deadline"), which is at least 60 Days after Final Approval Hearing, or (b) if submitted electronically via the Settlement Website, be completed and submitted by midnight ET on the Claim Deadline. The Claimant must also attest and affirm all of the information provided in his or her Claim under the following declaration: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the information

provided by me on this Claim Form is true and correct." Submitted Claim Forms shall be reviewed and handled by the Settlement Administrator in accordance with the Settlement Agreement.

9.7 Not less than 10 Days prior to the Final Approval Hearing, Class Counsel shall file a declaration or affidavit from the Settlement Administrator with the Court regarding proof of mailing of the Mail Notice, publication of the Publication Notice and of internet advertising, establishing of the Settlement Website, and identifying the Noticed Class Members who timely submitted Requests for Exclusion.

9.8 Class Counsel and Defendants' Counsel as jointly agreed, along with the Settlement Administrator, are authorized to complete any missing information and to make any non-substantive revisions to the Claim Form, Claim Form Instructions, Mail Notice, and Publication Notice that do not materially reduce the rights of Noticed Class Members prior to disseminating them as necessary to fulfill the purposes of the Settlement. The font size, layout, and other presentation elements of the Claim Form, Claim Form Instructions, Mail Notice, and Publication Notice may be adjusted to accommodate printing, mailing and publication considerations.

9.9 Defendants shall each comply with the notice obligations under the Class Action Fairness Act, 28 U.S.C. § 1715, in connection with the proposed Settlement.

10. **Settlement Administrator.** The Court approves and authorizes Defendants to retain JND Legal Administration as Settlement Administrator to

implement the terms of the Settlement Agreement, and authorizes and directs such Settlement Administrator to (a) print and mail the Mail Notice, Claim Form, and Claim Form Instructions, (b) establish the IVR phone line system, (c) initiate the Internet advertising campaign, (d) establish the Settlement Website, (e) publish the Publication Notice, (f) receive and process Claim Forms, and (g) carry out such other responsibilities as are provided for in the Settlement Agreement or as may be agreed to by Class Counsel and Defendants, all pursuant to and as provided in the Settlement Agreement.

11. **Exclusion from the RoundPoint Settlement Class.** Any Noticed Class Member who wishes to be excluded from the RoundPoint Settlement Class must send a written Request for Exclusion to the Settlement Administrator by first-class mail, postage prepaid, to the address provided in the Mail Notice and Settlement Website. Any such Request for Exclusion must be postmarked by **December 17, 2018** (“Opt Out Deadline”), which is no less than thirty (30) Days before the Final Approval Hearing.

11.1. To be valid, the Request for Exclusion must: (a) identify the case name and number; (b) identify the name and address of the Noticed Class Member requesting exclusion; (c) be personally signed by the Noticed Class Member requesting exclusion and all other borrowers on the applicable mortgage account; and (d) contain a statement that indicates a desire to be excluded from the RoundPoint Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed

RoundPoint Settlement Class in the Belanger Class Action.” Mass or class opt outs shall not be allowed.

11.2. A Noticed Class Member who desires to opt out must take timely affirmative written action pursuant to this Order and the Settlement Agreement, even if the Noticed Class Member desiring to opt out of the RoundPoint Settlement Class (a) files or has filed a separate action against any of the Released Persons, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Persons.

11.3. Except for those Noticed Class Members who timely and properly file a Request for Exclusion, all other Noticed Class Members will be deemed to be RoundPoint Settlement Class Members for all purposes under the Settlement Agreement, and upon the Effective Date, will be bound by its terms, including, but not limited to, the Releases in Section 10 of the Settlement Agreement and a Judgment approving the Settlement.

11.4 If the proposed Settlement is finally approved, any Noticed Class Member who has not submitted a timely, written Request for Exclusion from the RoundPoint Settlement Class shall be bound by the Judgment and all subsequent proceedings, orders, and judgments in this Litigation and all provisions of the Settlement Agreement, including, but not limited to, the Releases provided in Section 10.1 of the Settlement Agreement, even if he or she has pending, or subsequently

initiates, litigation against RoundPoint, Willis of Ohio, Great American, or any Released Persons relating to any of the Released Claims as defined in the Settlement Agreement.

11.5 If the number of timely and valid Requests for Exclusion exceeds five percent (5%) of the total number of Noticed Class Members, the Settling Parties stipulate and agree that Defendants shall have the right, at their sole and exclusive discretion, to terminate this Agreement without penalty or sanction.

12. **Objections and Appearances.** Any Noticed Class Member who has not filed a timely written Request for Exclusion and who complies with the requirements of this Order and the Settlement Agreement may object to any aspect of the proposed Settlement either on his or her own or through an attorney hired at his or her expense. Any RoundPoint Settlement Class Member who wishes to object to the Settlement Agreement must do so in writing and must file with the Clerk of Court and mail copies to Class Counsel and Defendants' Counsel, at the addresses listed below, a written statement of objection in accordance with the requirements set forth below and in the Settlement Agreement, by **December 17, 2018** (the "Objection Deadline"), which is no less than thirty (30) Days before the Final Approval Hearing:

For Settling Plaintiff and RoundPoint Settlement Class

Adam Moskowitz, Esq.
The Moskowitz Law Firm, PLLC
2 Alhambra Plaza
Suite 601

Coral Gables, FL 33134
Telephone: 305 740-1423

RoundPoint's Counsel:

Brian V. Otero, Esq.
Hunton Andrews Kurth LLP
200 Park Avenue
52nd Floor
New York, NY 10166
Tel: 212-309-1000
Counsel for RoundPoint

Great American's Counsel:

Alexander E. Potente, Esq.
Clyde & Co US LLP
101 Second Street
San Francisco, CA 94105
415-365-9869
Counsel for Great American

Willis of Ohio's Counsel:

Robert A. Mintz, Esq.
McCarter & English, LLP
100 Mulberry Street
Four Gateway Center
Newark, NJ 07102
Tel: 973-639-7916
Counsel for Willis of Ohio

12.1. The requirements to assert a valid written objection shall be set forth in the Mail Notice and on the Settlement Website, and shall include: (a) the case name and number; (b) the name, address, and telephone number of the RoundPoint Settlement Class Member objecting and, if represented by counsel, the name, address, and telephone number of his/her counsel; (c) the basis for the objection; and (d) a statement

of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

12.2. Any RoundPoint Settlement Class Member who fails to object to the Settlement in the manner described in the Mail Notice and consistent with this Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

12.3 Subject to approval of the Court, any RoundPoint Settlement Class Member who submits a timely written objection may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement Agreement should not be approved as fair, adequate, and reasonable, provided that the objecting RoundPoint Settlement Class Member: (a) files with the Clerk of the Court by the Objection Deadline a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear"), which must include the case name and number and the RoundPoint Settlement Class Member's name, address, telephone number, and signature; and (b) serves copies of the Notice of Intention to Appear on all counsel designated in this Order by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting RoundPoint Settlement Class Member will present to the Court in connection with the

Final Approval Hearing. Any attorney who intends to represent an objecting RoundPoint Settlement Class Member at the Final Approval Hearing must do so at the RoundPoint Settlement Class Member's expense and must file a notice of appearance at least thirty (30) Days before the Final Approval Hearing. Any RoundPoint Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other requirements of this Order and the Settlement Agreement will not be entitled to appear at the Final Approval Hearing to raise any objections.

13. **Releases.** If the Settlement is finally approved, all Noticed Class Members who have not filed a timely and proper Request for Exclusion shall release the Released Persons from all Released Claims, as more fully described in Section 10 of the Settlement Agreement, including but not limited to, *inter alia*, any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that each Releasing Person has or may have had until the close of the Settlement Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, including, but not limited to, claims that were or could have been sought or alleged in the Litigation that relate to,

concern, arise from, or pertain in any way to the LPI Policies, including, but not limited to, the Released Parties' acts, omissions, policies, or practices concerning RoundPoint's placement of LPI Policies and its related conduct, Willis of Ohio's procuring of LPI Policies on behalf of RoundPoint and its related conduct, or Great American's issuance of LPI Policies and its related conduct, or disclosure or nondisclosure of charges related to LPI premiums during the Settlement Class Period, allegedly inflated premiums charged by Defendants for LPI, alleged "kickbacks" RoundPoint received or Great American or Willis of Ohio paid in connection with the RoundPoint LPI program (including but not limited to alleged no or low-cost loan monitoring or tracking services), including but not limited to acts, omissions, policies or practices concerning LPI Policies or charges for placement of LPI Policies under the RoundPoint LPI program during the Settlement Class Period.

14. **Attorneys' Fees, Expenses and Case Contribution Award.** Settling Plaintiff and Class Counsel agree not to seek an award of Attorneys' Fees and Expenses in the Litigation in a total amount that exceeds \$406,865.00. Class Counsel and Settling Plaintiff agree not to seek a Case Contribution Award that exceeds \$5,000 for Settling Plaintiff for his work and assistance in this Litigation. Defendants agree not to oppose applications for Attorneys' Fees and Expenses and Case Contribution Award that do not exceed the foregoing amounts.

14. **Preliminary Injunction.** In order to protect the continuing jurisdiction of the Court and to effectuate this Order, the Agreement and the Settlement, all Noticed Class Members who do not timely exclude themselves from the RoundPoint Settlement Class, and anyone acting or purporting to act on their behalf, are hereby preliminarily enjoined from directly or indirectly (a) filing, commencing, prosecuting, intervening in, maintaining (including claims or actions already filed), or participating in (as parties, class members, or otherwise) any new or existing action or proceeding before any court or tribunal in any jurisdiction regarding any Released Claims against any Released Parties; or (b) organizing any RoundPoint Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a new or pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation and/or the Released Claims.

15. **Service of Papers.** Class Counsel and Defendants' Counsel and shall serve on each other and on all other parties who have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support of the proposed Settlement, including responses to any papers filed by RoundPoint Settlement Class Members. Class Counsel and Defendants' Counsel shall promptly furnish to each other any and all objections or written Requests for Exclusion that

may come into their possession and shall file such objections with the Court on or before the Final Approval Hearing, unless such documents already appear on the Court's docket.

16. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of July 22, 2018, if: (a) the proposed Settlement is not finally approved by the Court, or the Judgment is not entered or does not become Final, or the Effective Date does not occur; or (b) the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement for any reason. In such event, and except as provided therein, the proposed Settlement and Settlement Agreement shall become null and void and be of no further force and effect; the preliminary certification of the RoundPoint Settlement Class for settlement purposes shall be automatically vacated; all communications and documents related to the Settlement will be subject to Federal Rule of Evidence 408 and all other applicable settlement, negotiation and mediation privileges; this Order or other judgment or order entered by the Court in accordance with the terms of the Settlement Agreement will be treated as vacated, *nunc pro tunc*; the Settlement Agreement and the Court's Orders, including this Order, shall not be used or referred to for any purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification.

17. **Use of Order Following Termination of Settlement.** This Order shall be of no force and effect if the Settlement does not become Final and shall not be construed or used as an admission, concession, or declaration by or against Defendants of, or as evidence of, any fault, wrongdoing, breach, or liability, or by or against Settling Plaintiff or Noticed Class Members that their claims lack merit or that the relief requested in this Litigation is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses they may have.

18. **Stay.** All proceedings in the Litigation as to the claims of Settling Plaintiff against Defendants are stayed, including Defendants' obligation to file an answer or other response to the Second Amended Complaint, except as necessary to effectuate the terms of the Settlement.

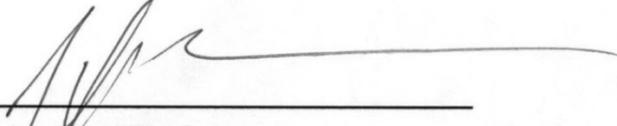
19. **Necessary Steps.** The Court authorizes and directs the Parties to take all other necessary and appropriate steps to implement the Settlement as set forth in the Settlement Agreement.

OBJECTIONS

The parties will have two calendar days from the date of being served with a copy of this Report and Recommendations within which to file written objections, if any, with United States District Judge Jose E. Martinez. Each party may file a response to the other party's objection within two calendar days of the objection. Failure to file objections timely shall bar the parties from a de novo determination by the District Judge of an

issue covered in the Report and shall bar the parties from attacking on appeal unobjected-to factual and legal conclusions contained in this Report except upon grounds of plain error if necessary in the interest of justice. *See* 28 U.S.C. § 636(b)(1); *Thomas v. Arn*, 474 U.S. 140, 149 (1985); *Henley v. Johnson*, 885 F.2d 790, 794 (1989); 11th Cir. R. 3-1 (2016).

RESPECTFULLY RECOMMENDED in Chambers, in Miami, Florida, on September 28, 2018.



Jonathan Goodman
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

The Honorable Marcia G. Cooke
All counsel of record