

Name: [FIRST AND LAST]  
Notice Identification Number: [CLAIMANTID]

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

***A federal court authorized this Notice. This is not a solicitation from a lawyer.***

*Joyce A. Kruzell, Individually, and on behalf of a class of similarly situated persons, v. Suncoast Credit Union, in the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, Case No. 8:15-bk-04984-KRM*

**Notice of Class Action and Proposed Settlement**

This is a notification that you may be a member of a plaintiff class in a lawsuit brought against Suncoast Credit Union (“Suncoast”) in the United States Bankruptcy Court for the Middle District of Florida (“Class Action”). Your rights may be affected by this lawsuit, which alleges that Suncoast violated the Bankruptcy Code’s § 524 discharge injunction and the Florida Consumer Collection Practices Act (Fla. Stat. §§ 559.55 to 559.785 (“FCCPA”)) by sending post-bankruptcy communications.

The Court has not determined whether the allegations in this lawsuit are true. Nor has it decided that the Suncoast is liable. Instead, the parties to the lawsuit have agreed to the Proposed Settlement described in this Notice. The purpose of this Notice is to inform you of the Class Action, the Proposed Settlement and to alert you that the Court will hold a hearing to consider that settlement on [date] at [time] before the Honorable K. Rodney May, at the Federal Courthouse, 801 N Florida Ave., Tampa, FL 33602.

- You could be eligible for a cash payment of up to \$1,000 or up to \$1,500.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.
- For a full statement of your rights and options as a member of the Settlement Class, you should review the court file at the U.S. Bankruptcy Court for the Middle District of Florida or contact the Class Counsel designated herein below. The terms of the Settlement Agreement will govern your rights if you are a member of the class unless you take further action as indicated below.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN CONNECTION WITH THIS LAWSUIT</b>	
<b>SUBMIT A CLAIM FORM BY</b> <i>February 22, 2018</i>	<b>The only way to get cash payment.</b> Submit a Valid Claim Form by First Class Mail postmarked by February 22, 2018.
<b>ASK TO BE EXCLUDED BY</b> <i>January 22, 2018</i>	<b>Receive no payment. Get out of this lawsuit. Keep rights.</b> If you ask to be excluded, you are not eligible to receive a cash payment from this lawsuit, but you will maintain the right to bring a lawsuit at your expense against Suncoast for the same or similar legal claims in this lawsuit.

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<p><b>COMMENT OR OBJECT BY</b> <i>January 22, 2018</i></p>	<p><b>Write the Court about why you like or do not like the Settlement.</b> You may write the Court indicating why you like or dislike the Settlement. You must remain a member of the lawsuit (<i>i.e.</i>, you cannot ask to be excluded) in order to object to the Settlement.</p>
<p><b>DO NOTHING</b></p>	<p><b>Get no cash payment. Give up rights.</b> By doing nothing, you will be deemed a member of the class and will be subject to the Terms of the Settlement and the Release of Claims contained therein. If you do not submit a Claim Form in accordance with the instructions herein below, you will not recover money from the class action Settlement. You will also give up any rights to sue Suncoast separately about the same or similar legal claims in this lawsuit.</p>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. This can take time, so please be patient.

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## **BASIC INFORMATION**

### **1. What is the purpose of this Notice?**

Class action lawsuits are pending in the United States Bankruptcy Court for the Middle District of Florida and the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, known as *In re Joyce A. Kruzell*, Case No. 8:15-bk-04984-KRM (the “Bankruptcy Sanctions Action”) and *Joyce A. Kruzell, individually, and on behalf of a class of similarly situated persons, v. Suncoast Credit Union*, Case No. 2017-CA-001446 (the “State Court Class Action”). Judge K. Rodney May, who is overseeing this case, authorized this Notice. As a potential Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, Suncoast will make payments pursuant to the Settlement Agreement to Class Members who submit Valid Claim Forms.

This Notice explains the lawsuit, the Settlement, your legal rights, the available benefits, who is eligible for them, and how to get them.

This Notice should not be understood to express any opinion by the Court about the merits of the claims asserted by the Plaintiff or any of the defenses asserted by Suncoast.

### **2. What is this class action lawsuit about?**

The plaintiff in this case is Joyce A. Kruzell. She alleges, on behalf of herself and other similarly situated persons, that she had a debt owed to Suncoast in Florida, which was discharged in bankruptcy, and for which Suncoast sent debt-collection communications after discharge.

Suncoast denies that it has acted unlawfully or improperly, denies that class certification is required or appropriate, and has contested Plaintiff’s claims.

### **3. What is a class action lawsuit and who is involved?**

In a class action lawsuit, one or more persons called the “Class Representative” sues on behalf of other people who have similar claims. All of these people together are called a “Class” or “Class Members.” The Class Representative - and all Class Members like them - are called the Plaintiffs. The company they sued (in this case, Suncoast) is called the Defendant. The lawyers who represent the Class are called “Class Counsel.” In a class action lawsuit, all factual questions and legal issues are resolved for everyone in the Class - except for those people who choose to exclude themselves from the Class.

### **4. Why is there a Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement, among others things, to avoid the costs and uncertainty of a trial, to avoid on-going business interruption and resources demanded by litigation, and in order to provide certainty and benefits to the people affected. The Class Representative and Class Counsel believe the Settlement is fair and reasonable.

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### WHO IS IN THE SETTLEMENT?

#### 5. Am I part of this Class?

(a) Suncoast's records show that you may have had a debt for which Suncoast sent communications after you filed bankruptcy and/or after you received your bankruptcy discharge.

- If you were a borrower or a co-borrower on a debt owed to Suncoast, and filed either Chapter 7 or Chapter 13 bankruptcy and after filing bankruptcy, but before receiving your bankruptcy discharge, you received debt-collection communications from Suncoast after March 14, 2017, then you may submit a Claim Form to receive a Benefit Check of a pro rata amount up to \$1,000.00.
- Further, if you were a borrower or a co-borrower on a debt owed to Suncoast, and filed either Chapter 7 or Chapter 13 bankruptcy and after filing bankruptcy and after receiving your bankruptcy discharge, you received debt-collection communications from Suncoast after March 14, 2017, then you may submit a Claim Form to receive a Benefit Check of a pro rata amount up to an additional \$500.00, or \$1,500.00 total. This is the **Discharge Subclass**.
- Class members are only eligible to receive one Benefit Check.
- The distinction between the two groups is whether you received debt-collection communications from Suncoast before or after obtaining your bankruptcy discharge.

(b) The full definition of the Class is as follows:

- **The Settlement Class is** (a) all individuals who reside in Florida; (b) and who filed a Chapter 7 or Chapter 13 bankruptcy in the Middle District of Florida; (c) who identified Suncoast as a creditor in their Bankruptcy Petition; (d) after filing their Bankruptcy Petition, received billing statements from Suncoast related to the Debt after March 17, 2014.
- **The Discharge Subclass is** (a) All individuals who reside in Florida; (b) and who filed a Chapter 7 or Chapter 13 bankruptcy in the Middle District of Florida; (c) who identified Suncoast as a creditor in their Bankruptcy Petition; (d) received a Bankruptcy Discharge Order between March 17, 2014 and the Preliminary Approval Date; and (e) after receiving a Bankruptcy Discharge Order, received billing statements from Suncoast related to the Debt after March 17, 2014.

Excluded from the Settlement Class are: (i) individuals who are or were during the class period partners, associates, officers, directors, shareholders, or employees of Suncoast; (ii) all judges or magistrates of the United States or any state and their spouses; (iii) all individuals who timely and properly request to be excluded from the class, i.e. opt out; (iv) all persons who have previously released Suncoast from claims covered by this Settlement; and (v) all persons who have already received payment from Suncoast for alleged violation of either the Bankruptcy Code's § 524 discharge injunction or the FCCPA.

**6. I'm still not sure if I am included.**

If you are still not sure whether you are included, contact Class Counsel at the addresses listed in Question 19, below.

**SETTLEMENT BENEFITS — WHAT YOU GET**

**7. Who gets paid?**

If the Court finally approves the Proposed Settlement, Class Members who submit a Valid Claim Form, in accordance with the procedure describe below, will receive a distribution in full satisfaction of their claims. Distribution will be made by mailing checks to Class Members at the addresses stated on their Claim Forms. If a bankruptcy trustee or bankruptcy court orders, requests or demands that a Class Member pay the Consideration to the trustee or to the court, the Class Member shall inform the Settlement Administrator of the order, request or demand and comply therewith without contesting it.

**8. How much will I get?**

All Settlement Class Members can get cash payments in a pro rata amount of up to \$1,000, unless they are also a member of the Discharge Subclass, in which they can instead get cash payments in a pro rata amount of up to \$1,500.

If a Class Member submits a Valid Claim Form, he or she (or in the case of co-owners/co-borrowers, the co-owners/co-borrowers jointly as one Class Member) shall receive a Benefit. Benefits Checks will be issued jointly payable to all Class Members identified on the approved Valid Claim Form. Any benefit you receive will be paid to you by check, which will be mailed to you.

**9. How do I get paid?**

**To get paid, you have to do 4 things:**

- (1) Complete the Claim Form (all borrowers and co-borrowers with regard to the debt owed to Suncoast must complete the Claim Form);
- (2) On the Claim Form, **sign and date** at the bottom under penalty of perjury; and
- (3) **Timely Submit the Claim Form:** Claim Forms must be submitted to the Settlement Administrator, by First Class Mail at the address stated on the Claim Form, post-marked no later than **February 22, 2018**.

As part of the Claim Form, you will attest under penalty of perjury that you:

- were a borrower or co-borrower with regard to a debt owed to Suncoast;

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- have filed no prior claim and has/have not been paid any amount regarding alleged violations of the bankruptcy discharge injunction 11 U.S.C. § 524 or FCCPA § §559.72 -559.77, et seq.;
- you received communications related to the debt from or on behalf of Suncoast after (1) filing a Chapter 7 or Chapter 13 bankruptcy petition; and (2) if you are in the Discharge Subclass, received such communications after receiving a Bankruptcy Discharge.
- are not: a partner, associate, officer, director, shareholder, or employee of Suncoast or the subsidiaries or affiliates of those entities; or a judge or magistrate of the United States or any state, or their spouse.

**10. What if I don't timely submit a completed Claim Form?**

If you fail to submit a completed Claim Form by the required deadline, you will not receive a cash payment. You will be bound by the other Settlement Agreement terms and Release of Liability. Submitting a Claim Form late or without all the information will be the same as doing nothing (see Question 24).

**11. When do I get my payment?**

The Court will hold a fairness hearing on **February 13, 2018** to decide whether to approve the Settlement as fair, reasonable, and adequate. If Judge May approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain when and whether these appeals can be resolved. The Settlement Agreement provides that settlement payments will start being made within 30 days after all such issues have been resolved and the Court's judgment becomes final.

**12. What am I giving up to get a payment and stay in the Class?**

Unless you exclude yourself, you will be part of the Settlement Class. If the Settlement is finally approved, the Court's orders approving the Settlement and the judgment will apply to the Settlement Class and legally bind you.

Upon Final Settlement Approval, you unconditionally, fully and finally release and forever discharge each of the Defendant Releasees from each of the Released Claims, as defined in Sections 4.01 and 4.02 of the Settlement Agreement, and agree to abide by the terms of the Release. In so doing, you are agreeing not to sue Suncoast ever again about any past, present or future claims based post-bankruptcy communications. You can read the full definition of Released Claims and the Releases in Appendix A to this Notice.

If you want the right to sue Suncoast on your own about the receipt of post-bankruptcy debt-collection communications during the period described above, you must exclude yourself from the Settlement Class in this case. If you exclude yourself, you will not be eligible to recover any benefits as a result of the Settlement.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**13. How do I get out of this Settlement?**

To exclude yourself from the Settlement, you must send a letter by U.S. mail saying that you want to be excluded from *Joyce A. Kruzell, Individually, and on behalf of a class of similarly situated persons, v. Suncoast Credit Union*, in the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, Case No. 88:15-bk-04984-KRM. To be valid, your exclusion request must include:

- Your full name, current mailing address, and e-mail address (if any);
- The following statement “I/we request to be excluded from the class settlement in *Joyce A. Kruzell, Individually, and on behalf of a class of similarly situated persons, v. Suncoast Credit Union* and
- Your signature as well as the signature of any other co-borrower of the debt to Suncoast.

You must mail your exclusion request to each of the three addresses that appear in Question 19 below so that it is postmarked no later than **January 22, 2018**.

Requests for exclusion from the Settlement Class that are not postmarked on or before **January 22, 2018** will not be honored. You cannot exclude yourself from the Settlement Class by telephone or e-mail. You cannot exclude yourself by mailing a request to any other location, or after the deadline. You cannot exclude yourself by having an actual or purported agent or attorney acting on behalf of you or a group of Settlement Class members sign the letter. You must personally sign the letter to be excluded from the class.

**14. If I don’t exclude myself, can I sue Suncoast later?**

No, not for the same or similar legal claims at issue in this litigation matter.

**15. If I exclude myself, can I get money from this Settlement?**

No. If you exclude yourself from the Class, you will not get any money or benefits from this Settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the Class Action Settlement. You cannot do both.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

The Court has decided preliminarily that the law firms of Centrone & Shrader, PLLC and Kynes, Markman & Felman, P.A. are qualified to represent you and all Class Members. Together these law firms are called “Class Counsel.” They are experienced in handling similar cases against other mortgage lenders. You may contact Class Counsel at:

Brian L. Shrader  
Gus M. Centrone

James E. Felman  
Katherine Earle Yanes

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Centrone & Shrader, PLLC  
612 W. Bay Street  
Tampa, Florida 33606  
(813) 360-1529

Kynes, Markman & Felman, P.A.  
P.O. Box 3396  
Tampa, FL 33601-3396  
(813) 229-1118

**17. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one at your own cost.

**18. How will the lawyers be paid and will there be incentive payments?**

Class Counsel has not received any fees or reimbursement for any of the expenses associated with this case and will ask the Court for an award of attorneys' fees and expenses that does not exceed \$70,000.00. In addition, Class Counsel will ask that the Court award the Class Representative a \$7,500 incentive award in recognition of her service on behalf of the Class. Any fees, expenses or incentive awards that Class Counsel requests must be approved by the Court. Class Counsel will request that their fees and expenses, and the incentive award, be paid directly by Suncoast, which means they will not reduce the recovery to you and other members of the Class. Suncoast has agreed that it will not object to these requests.

**SUPPORTING OR OBJECTING TO THE SETTLEMENT**

**19. How do I tell the Court that I like or do not like the Settlement?**

If you are a Class Member, you can tell the Court you like the Settlement and it should be approved, **or** that you object to the Settlement if you do not like some part of it. The Court will consider all comments from Class Members.

To object, you must send a letter saying that you are commenting on the Settlement in *Joyce A. Kruzell, Individually, and on behalf of a class of similarly situated persons, v. Suncoast Credit Union*, in the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, Case No. 8:15-cv-04984-KRM. Each Objection must (a) set forth your full name, current address, and telephone number; (b) contain your original signature (conformed, reproduced, facsimile, or other non-original signatures will not be valid); (c) state that you object to the Settlement, in whole or in part; (d) set forth a statement of the legal and factual basis for the objection; (e) provide copies of any documents that you wish to submit in support of your position; and (f) identify by name and address any attorney that represents you with respect to the Objection or assisted or advised you in any way with respect to the Objection.

If you intend to appear at the fairness hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the fairness hearing. Be sure to send your objection to each of the three different places set forth below such that it is received no later than **January 22, 2018**.



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No. 1 Court	No. 2 Class Counsel	No. 3 Defense Counsel
Clerk of the Court United States Bankruptcy Court for the Middle District of Florida 801 North Florida Avenue Tampa, Florida 33602	Brian L. Shrader Gus M. Centrone Centrone & Shrader, PLLC 612 W. Bay Street Tampa, Florida 33606	Stephanie C. Lieb Trenam Law 101 E. Kennedy Blvd. Suite 2700 Tampa, Florida 33602

If you file an objection, Class Counsel or Counsel for Suncoast are allowed to take your deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the fairness hearing and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you do not submit a written comment on the proposed Settlement or the application of Class Counsel for Incentive Awards, attorneys' fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning the matter.

**20. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and you will not be entitled to receive a cash payment from the Settlement or be subject to the Release of Suncoast. If you exclude yourself, you have no basis to object because the case no longer affects you.

**FAIRNESS HEARING**

**21. When and where will the Court decide to approve the Settlement?**

The Court will hold a fairness hearing at **11:00 a.m. on February 13, 2018** in Courtroom 9B at the Federal Courthouse, 801 North Florida Avenue, Tampa, FL 33602. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge May will listen to people who have asked to speak at the hearing through the procedures in Question 23 below. The Court may also decide how much to pay Class Counsel or whether to approve the incentive award. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

Once the Court approves the Settlement and such order becomes final following any appeals, the Court will enter any order and judgment in this action. All of the claims of the Class will be dismissed with prejudice, whether or not a Claim Form has been submitted.

**22. Do I have to come to the hearing?**

No; Class Counsel will answer questions Judge May may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you sent your written objection such that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**23. May I speak at the hearing?**

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' fees, expenses, and incentive awards. To do so, you must send in a letter saying that it is your notice of your intention to appear at the fairness hearing in *Joyce A. Kruzell, Individually, and on behalf of a class of similarly situated persons, v. Suncoast Credit Union*, in the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, Civil Action File No. 8:15-cv-04984-KRM. The letter must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, and telephone number. You must send your notice to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed under question 19 above, such that it is *received* no later than **January 22, 2018**. You may combine this notice and your comment (described under question 19) in a single letter. You cannot speak at the hearing if you excluded yourself.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement Class, and you will be bound by the terms of the Settlement and Release of Suncoast, but you will get no cash payment from this Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Suncoast about the legal issues in this case, ever again.

**ADDITIONAL INFORMATION**

**25. Are there more details available?**

**For a full statement of your rights and options as a member of the Settlement Class, you should refer to the complete Settlement Agreement, by reviewing the court file during regular office hours at the U.S. Bankruptcy Court for the Middle District of Florida or by contacting the Class Counsel. The terms of the Settlement Agreement will govern your rights if you are a member of the class.**

PLEASE DO NOT CONTACT THE COURT OR THE CLERK OR SUNCOAST

Dated: **November 20, 2017**

The Honorable K. Rodney May

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## APPENDIX A

### RELEASED CLAIMS AND RELEASES

As indicated in the Settlement Notice section titled “**12. What am I giving up to get a payment and stay in the Class?**” the following text has been copied from the Settlement Agreement and included here for your reference. All capitalized terms have the meaning provided in the Settlement Agreement.

**Definition of Released Claims.** Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, Representative Plaintiff and each Class Member who is not a Successful Opt-Out, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, co-owners, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasees), and each of them (collectively and individually, the “Releasing Persons”), will be deemed to have completely released and forever discharged the Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including without limitation (i) those known or unknown or capable of being known, and (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any Released Person, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until the Final Approval Date (collectively, the “Released Rights”), that arise out of in any way relate or pertain to (a) Released Rights relating to Settlement Property that were asserted, or attempted to be asserted, or could have been asserted in the Action; (b) acts, omissions, conduct, statements, written and oral disclosures and representations concerning communications related to a Debt as detailed in this agreement and alleged to have violated FCCPA §§ 559.72 -559.77, *et seq.* and 11 U.S. C. § 524; (c) the claims asserted or that could have been asserted related to communications relating to a Debt alleged to have violated FCCPA §§ 559.72 - 559.77, *et seq.* and 11 U.S. C. § 524 in the Action, and/or (d) any violation and/or alleged violation of state and federal law, whether common law or statutory, arising from or relating to the conduct and/or omissions relating to a Debt described in Paragraph 4.01(a)-(c) above.

This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

Class Counsel, Plaintiff’s Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns (the “Counsel Releasing Parties”) will be deemed to have completely released and forever discharged the Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind relating to attorney’s fees, costs and expenses of any and every kind relating to the Action upon payment of the Attorney Fee Award.