

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

TERESE MOHN, <i>et al.</i> ,)	CASE NO.: 4:15-cv-00476-BYP
)	
Plaintiffs,)	JUDGE BENITA Y. PEARSON
)	
vs.)	<u>STIPULATION FOR SETTLEMENT</u>
)	<u>BETWEEN PLAINTIFFS AND</u>
GEOFFREY GOLL, <i>et al.</i> ,)	<u>DEFENDANTS</u>
)	
Defendants.)	

Plaintiffs Terese and Thomas Mohn (“Plaintiffs”) filed an action in the United States District Court for the Northern District of Ohio challenging the allegedly unfair collection practices of defendants Geoffrey Goll, Esq., and DDY, Inc. (“Defendants”). Plaintiffs claim that Defendants violated the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§1692, *et seq.*, and the Ohio Consumer Sales Practices Act (“CSPA”), O.R.C. §§1345.01 *et. seq.* Defendants deny any violation of the FDCPA and CSPA.

Plaintiffs maintain that they would ultimately prevail on the FDCPA and CSPA claims against Defendants, but deem the proposed settlement with Defendants as set forth herein to be in their best interests and in the best interests of those whom they seek to benefit. Defendants deny all liability whatsoever and maintain that they would ultimately prevail on all issues in this action, but deem the settlement agreement set forth below to be in their best interests as well.

The Court has not ruled on any substantive contentions as to the validity of Plaintiffs’ claims against Defendants or as to the liability or non-liability of Defendants,

nor has the Court expressed an opinion with respect thereto, nor do the parties to this stipulation make any admission or concession on these substantive issues.

By this document, it is stipulated and agreed between Plaintiffs and Defendants that Plaintiffs' monetary claims and claims for declaratory and injunctive relief against Defendants shall be settled and compromised through an Order entered by the Court, which incorporates by reference the following provisions:

- A. **Class Action Claims.** The parties to this Stipulation agree that the Court will not certify this case as a class action. Nevertheless, pursuant to Fed.R.Civ.P. 71, the injunctive relief included in this stipulation, specifically paragraph C, subsection 1, is intended to benefit and be enforced by all Ohio consumers who receive from Defendants at any time on or after the date this Stipulation is approved by the Court, the form letter attached hereto as Exhibit "A" regarding a consumer debt, and/or who otherwise are subjected to debtors examination(s), and/or are subjected to judgment liens based on judgments obtained by Defendants in their consumer debt collection efforts for a third-party. Exhibit A is incorporated herein by reference.
- B. **Submission of Stipulation.** The parties hereto shall promptly submit this Stipulation to the Court and jointly request that this Court approve it. They agree to cooperate with each other and with the Court to that end.
- C. **Consideration for Settlement given by Defendants.** In consideration of the agreements made by Plaintiffs and Defendants, their successors, employees and agents, Defendants agree as follows:
 1. Defendants are permanently enjoined from:
 - a. Using the exact letter attached hereto as Exhibit "A" in any initial communication regarding a consumer debt;
 - b. Upon satisfaction of any judgment against a debtor involving a consumer debt, not filing a satisfaction of the judgment with the appropriate court. This subsection is limited to three years in duration from the effective date of this Stipulation;

- c. By the thirtieth day after a judgment is satisfied or otherwise settled fully, maintaining or allowing the continued existence of an active judgment lien originally filed by DDY, Inc. or Attorney Geoffrey Goll, for a client whom Attorney Goll or DDY, Inc. still provide debt collection services for, against the property of a debtor if such judgment lien arises from a judgment on a consumer debt and such debt has been paid or settled in full or otherwise satisfied. This subsection is limited to three years in duration from the effective date of this Stipulation;
 - d. Threatening to institute contempt proceedings, threatening imprisonment, or threatening prison time on a consumer debtor for failure to appear at a debtor's examination(s) when such consumer debtor has appeared at such examination(s);
 - e. Threatening the institution of contempt proceedings, prison time, or imprisonment in order to obtain, or in the alternative to, a payment plan or payments from a consumer debtor;
 - f. Threatening or representing that a consumer debtor may be liable for interest at a rate in excess of the rates permitted by the law of the State of Ohio, or separate written agreement which Defendants have first-hand knowledge of and have seen.
 - g. Notwithstanding any other provision in this Stipulation, nothing shall prohibit Defendants from actually instituting contempt proceedings so long as all legal pre-requisites and requirements are satisfied for doing so.
2. Defendants shall pay Plaintiffs a confidential amount of money for their alleged damages.

3. Defendants expressly and comprehensively waive any and all rights they may have against Plaintiffs from the beginning of time up to the present against Plaintiffs, their agents, representatives, successors in interest, heirs, executors, administrators, personal representatives, and legal representatives related to any dispute involving Plaintiffs.
 4. Defendants will pay to Plaintiffs' counsel \$400 as reimbursement for the cost of the filing fee in this litigation within thirty days of the effective date of this Stipulation.
- D. Consideration for Settlement given by Plaintiffs.** Plaintiffs expressly and comprehensively waive any and all rights they may have for the claims made in this case from the beginning of time up to the present against the Defendants, their agents, representatives, successors-in interest, heirs, executors, administrators, personal representatives, and legal representatives.
- E. Attorneys' Fees.** Defendants shall pay Plaintiffs an amount for a reasonable attorney's fee and costs. If an agreement as to the amount cannot be made within 10 days of the approval of this Stipulation, Plaintiffs' counsel shall file a motion for attorney fees and costs within 40 days of the date of the approval of this Stipulation, and the parties agree that the Court shall have authority and jurisdiction to determine the proper amount of attorney fees for Defendants to pay to Plaintiffs pursuant to the Fair Debt Collection Practices Act and federal case law.
- F. Retention of Jurisdiction.** Any term of this Stipulation notwithstanding, the Court shall retain jurisdiction to enforce the terms of any final order entered pursuant to this Stipulation, as well as the complete terms of the settlement agreement between the parties, including payments to be made by Defendants to Plaintiffs and attorney fee determinations.
- G. Miscellaneous.** If the Court fails to approve this Stipulation or a final order based upon it, the parties to this Stipulation agree that nothing in it, or in any statement or pleading made by either party in support of it, shall be admissible in this or any other proceeding.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IT IS SO STIPULATED:

/s/ Edward A. Icové

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Co-counsel for Plaintiffs

The mediation conference set before Magistrate Judge Kathleen B. Burke tomorrow, July 17, 2015, is cancelled. *See* Minute Order (ECF No. 15). The above-entitled action is hereby terminated pursuant to Fed. R. Civ. P. 58.

IT IS SO ORDERED:

/s/ Benita Y. Pearson 7/16/2015

Judge Benita Y. Pearson
United States District Court
Northern District of Ohio

EXHIBIT A

DDY, INC.
A COLLECTION AGENCY
P.O. BOX 1171
SALEM, OH 44460
(330) 337-0104
March 26, 2014



RE: Salem Community Hospital DBA
Salem Regional Medical Center
New Balance Due \$56.50

Goodmorning:

Salem Community Hospital DBA Salem Regional Medical Center has turned over to this office an additional account for collection. This account is in addition to the other accounts now pending.

Unless you notify this office within thirty (30) days after receipt of this letter that you dispute the validity of this debt, or any portion thereof, this office will assume that the debt is valid.

If you notify this office in writing within the thirty (30) day period that the above styled account or any portion thereof, is disputed, this office will obtain verification of the debt and said verification will be mailed to you, and this office will provide you the name and address of the original creditor, if different than set forth above.

You can avoid court costs; interest, which may be set at 18% per annum, inconvenience; and loss of time by arranging to pay this claim and the other collection accounts being held by this office, by making payment arrangements with this office within the next 30 days. Please make your check or money order payable to DDY, INC. and put SCH and the above name in the memo portion of your check or money order as this will act as your receipt. We accept Visa and Mastercard. This office does not send out monthly statements.

Very Sincerely Yours,

Dorothy Faloba
Office Manager

NOTICE

This is an attempt to collect a debt. Information gained may be so used for that purpose. RE: Section 807, Fair Debt Practices Act.