

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

CESAR HERNANDEZ,

Plaintiff,

v.

Case No.: 8:24-cv-00897-WFJ-NHA

CLASS ACTION

WAKEFIELD & ASSOCIATES, LLC, a
foreign limited liability company,

and

INPHYNET CONTRACTING
SERVICES, LLC, a domestic limited
liability company,

Defendants.

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING**

TO: All consumers residing in the State of Florida who were mailed at least one collection letter from Defendant Wakefield & Associates, LLC, regarding a past due medical debt owed to Defendant Inphynet Contracting Services, LLC, which sought an additional interest charge in excess of the principal balance from two (2) years before the filing of the operative complaint until September 19, 2024.

**Please Read This Notice Carefully. In Its Entirety, Your Rights May Be Affected By The Settlement
Of This Lawsuit Now Pending In This Court**

BASIC INFORMATION

1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about a Proposed Settlement of this class action lawsuit against Wakefield & Associates, LLC ("Wakefield") and Inphynet Contracting Services, LLC ("Inphynet") collectively ("Defendants") and about your options before the Court decides whether to give "final approval" to the Proposed Settlement. This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits will be provided, and who will receive them. This case is pending in the United States District Court for the Middle District of Florida, Tampa Division. It is known as *Cesar Hernandez v. Wakefield & Associates, LLC and Inphynet Contracting Services, LLC*, Case No.: 8:24-cv-00897-WFJ-NHA ("Lawsuit").

2. What is this Lawsuit about?

The lawsuit is about whether the collection letter used by Wakefield & Associates, LLC to collect interest without statutory or legal authority is in violation of 15 U.S.C. § 1692 *et seq.*, known more commonly as the "Fair Debt Collection Practices Act" ("FDCPA") and/or, Section 559.72(9) Fla. Stat. of the Florida Consumer Collection Practices Act ("FCCPA"). Wakefield and Inphynet deny that their collection attempts violated the FDCPA and FCCPA and continue to maintain that they did not act wrongfully or unlawfully. Wakefield and Inphynet contend that the claims of Plaintiff Cesar Hernandez (hereinafter "Representative Plaintiff") have no merit and that, if the lawsuit proceeded, Defendants would prevail at trial.

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3. Why is this a class action?

The Parties have agreed, and the Court has ordered that, for settlement purposes only, this Lawsuit may be maintained as a class action under Rule 23, Federal Rules of Civil Procedure, subject to final approval after the settlement process. If the Proposed Settlement is not finally approved or any party withdraws from the Proposed Settlement, the lawsuit will return to the same status as before the Settlement Agreement was signed. The Court will later determine if the case may proceed as a class action.

4. How do I know if I am part of the Proposed Settlement?

The Proposed Settlement includes all persons who meet the following criteria,

1. Consumers residing in the State of Florida from two (2) years before the filing of the initial complaint (April 12, 2022) to September 19, 2024
2. A debt collection letter was mailed to you seeking payment from you of a past-due medical debt owed to Inphynet Contracting Services, LLC.
3. Where the letter contained an amount representing interest in addition to the principal balance.

You are receiving this Notice because it is believed that you meet the above criteria and are a Class Member.

The Proposed Settlement also includes a sub-class of fifty-seven (57) individuals meeting the above criteria who paid an amount greater than the original principal amount (the "Interest Sub-Class"). Under the Proposed Settlement, this sub-class will receive a refund of the interest payment in addition to a *pro rata* share of the General Class Fund distribution described below.

5. Why is there a Proposed Settlement?

The Parties arrived at the Proposed Settlement after arms-length negotiations, including several telephonic and electronic discussions and a face-to-face mediation conference between the lawyers for each side. The Parties reached the Proposed Settlement before the Court determined whether class certification was appropriate. The Proposed Settlement is a compromise of disputed claims and does not mean that any law was violated or that Defendants did anything wrong.

THE PROPOSED SETTLEMENT BENEFITS

6. What benefits does the Proposed Settlement provide?

The Proposed Settlement provides both equitable and monetary benefits ("Settlement Benefits"):

- Wakefield has agreed not to send collection communications that contain a request for an interest payment unless there is a contractual agreement or a specific Florida statute or law that allows the collection of interest from Florida consumers. Wakefield has stated in the Settlement Agreement that it will not use such communications in the future and that such conduct will stop on September 19, 2024.

Wakefield will establish a fund in the amount \$87,500.00 ("General Class Fund"). From the General Class Fund, the Settlement Administrator shall issue checks in the amount to be determined based on the number of valid and timely claims filed with the Settlement Administrator. Each valid and timely claim shall receive a *pro-rata* share of the total of this Fund. You **MUST** file a timely claim to be eligible for payment, as explained below.

- Wakefield has voluntarily agreed to waive and forgive any interest on your account. This forgiveness does not apply to the actual principal balance, which is not waived, discharged, or excused by any term of this Lawsuit.
- In addition to these terms, members of the Interest Sub-Class will receive a refund of the interest payment made to Wakefield from the Interest Class Fund.
- Wakefield has agreed to pay the reasonable attorney's fees and costs in an amount to be approved by the Court.

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Any monies from the General Class Fund that remain unclaimed or undistributed after 60 days from the date of issuance of the settlement check will be given to Bay Area Legal Services, Inc., as a *cy pres* award.

More details are in a document called the Settlement Agreement, which is available for your inspection at the Office of the Clerk, United States District Court for the Middle District of Florida, located at 801 North Florida Avenue, Tampa, Florida 33602, during regular business hours, and on the website for the Proposed Settlement at www.HernandezClassAction.com.

7. When will the Proposed Settlement go into effect?

The Court will hold a Final Fairness Hearing on **May 30, 2025**, to decide whether to approve the Proposed Settlement (*see* Question 16), including the request for attorneys' fees and litigation expenses (*see* Question 13). Even if the Court approves the Proposed Settlement, there could be appeals. The time for an appeal varies.

The Proposed Settlement becomes final and binding on the Effective Date. If no appeals are taken, the Effective Date is when the Court approves the Proposed Settlement as final, subject to certain conditions. If an appeal is taken, the Effective Date is when all appeals are completed, and the Proposed Settlement becomes final.

The Proposed Settlement will go into effect on the Effective Date.

8. How does the Proposed Settlement affect my rights?

If the Proposed Settlement is finally approved, the Court will enter a judgment dismissing all claims against Defendants Wakefield and Inphynet with prejudice. Under the Proposed Settlement terms, you will release Defendants Wakefield and Inphynet concerning the claims that were or could have been raised in the case.

This means you cannot seek equitable or monetary relief against Defendants Wakefield and Inphynet based on any claim related to or arising out of the attempted collection of interest by Defendants Wakefield and Inphynet on the debt that Wakefield was collecting. You will be giving up all such claims, whether or not you know about them.

The Representative Plaintiff and Class Counsel will represent your interests as a Class Member. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Proposed Settlement, and the fee award will be set by the Court and paid by the Defendants. (*see* Question 13).

The Court's order will apply to you even if you have any other claim, lawsuit, or proceeding pending against Defendants Wakefield and/or Inphynet. If you have any questions about the release, you should consult with a lawyer.

9. What am I giving up as part of the Proposed Settlement if I do nothing?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Wakefield, Inphynet, or the Released Parties, as defined in the Settlement Agreement, about the legal issues in this Lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. How do I obtain money from the Proposed Settlement?

The Class Members NOT in the Interest Sub-Class must file a timely and valid claim on or before **April 29, 2025**, with the Class Administrator to receive a portion of the General Class Fund. Such Class Members may make a claim by completing and mailing the Claim Form attached to the separate mailed postcard Notice or online at www.HernandezClassAction.com. Claim Forms must be postmarked, and electronic Claim Forms submitted on the Settlement Website, by 11:59pm EST on **April 29, 2025**. To receive an Interest Reimbursement payment or the Interest Waiver, you do not need to do anything.

Members of the Interest Sub-Class do not have to do anything further to obtain these funds and reimbursement of the interest payments made to Defendants.

The amount to be paid to Class Members from the General Class Fund will depend on the number of valid and timely claims from the General Class plus the other 57 members of the Interest Class. The maximum *pro rata* distribution from the

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General Class Fund is \$1,000.00, but such payment may be less based on the number of claims filed by other Class Members. That amount will not be determined until after the claims submission deadline has expired. The Interest amount has been determined and will be added to payments made to Interest Sub-Class members.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue Defendants Wakefield and/or Inphynet concerning the claims asserted in the Lawsuit, you must take steps to remove yourself from the Proposed Settlement. This is called asking to be excluded from - or "opting out" of - the Class and the Proposed Settlement.

11. How do I remove myself from the Proposed Settlement?

If you choose to exclude yourself from the Class, you will not be bound by any order, judgment, or lawsuit settlement. If you exclude yourself from the Class, you will not receive any benefits from this class action. You will retain and be free to pursue any claim against Defendants Wakefield and Inphynet under the FDCPA and/or FCCPA or other applicable laws.

To exclude yourself from the Proposed Settlement, you must mail a letter saying that you want to be excluded from the Class in this case. You must include your full name, current mailing address, and telephone number, and the letter must be signed by you personally. Your letter or written request for exclusion must be mailed or otherwise delivered to the following address such that it is **received with a postmark date of April 8, 2025 or earlier**.

Hernandez Class Action Settlement
Class Settlement Administrator
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

You cannot exclude yourself on the phone or by email.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed Joshua R. Jacobson and Aaron M. Swift to represent you and the other Class Members in this case. Mr. Jacobson and Mr. Swift are called Class Counsel.

You will not be charged for their representation. The Defendants will compensate Class Counsel at the end of the case. If you want to be represented by another lawyer, you may hire one at your own expense.

13. How will the lawyers be paid? What will the Representative Plaintiffs receive? What expenses will be paid?

Class Counsel will ask the Court to approve attorneys' fees and expenses to be paid by the Defendants separate from the monies to be paid to the Class from the Settlement Funds.

Class Counsel will also ask the Court to approve an award of \$3,000 to be paid separately from the Settlement Funds to the Representative Plaintiff for the time and resources he has spent helping the lawyers on behalf of the whole Class. The Court may award less than the requested amount. The cost of administering the Settlement, including the expense of sending this Notice and any settlement checks, will be paid by Wakefield. No Class Member will owe or pay anything directly for attorneys' fees and expenses or the Plaintiff and/or class compensation. Any award of attorneys' fees and costs will be paid separately and apart from the Settlement Funds. The Court must approve the attorneys' fees and expenses for Class Counsel. The Court will conduct a hearing, if necessary, on the attorneys' fees and litigation expenses at the same time as the Final Fairness Hearing.

OBJECTING TO THE PROPOSED SETTLEMENT

14. How do I tell the Court I disagree with the Proposed Settlement?

You may object to any part of the Proposed Settlement. You must file a written objection in *Cesar Hernandez v. Wakefield & Associates, LLC, and Inphynet Contracting Services, LLC*, Case No.: 8:24-cv-00897-WFJ-NHA. Any objection must set forth your full name, current mailing address, and telephone number and must include (a) a written statement explaining the reasons for your objection; (b) copies of any papers, briefs, or other documents you want to bring to the Court's attention; (c) any evidence you wish to introduce in support of your objection; and (d) a statement of whether you or your lawyer will ask to appear at the Final Fairness Hearing to talk about your objections.

Your objection must be mailed or otherwise delivered to each of the following addresses so that it is **received with a postmark date of April 8, 2025, or earlier:**

Court	Class Settlement Administrator
Clerk of the United States District Court Middle District of Florida, Tampa Division 801 North Florida Avenue Tampa, Florida 33602	Hernandez Class Action Settlement Class Settlement Administrator c/o Atticus Administration PO Box 64053 St. Paul, MN 55164
Class Counsel	Defendant's Counsel
Swift, Isringhaus, Dubbeld & McEleney, PLLC Aaron M. Swift, Esquire 11300 4 th Street, North, Suite 260 St. Petersburg, Florida 33716 Joshua R. Jacobson, Esquire Jacobson Phillips, PLLC 478 E. Atlamonte Drive, Suite 108-570 Altamonte Springs, Florida 32701	Ernest H. Kohlmyer, III, Esquire Zimmerman, Kiser & Sutcliffe, PA 315 East Robinson Street, Suite 600 Orlando, FL 32801 Counsel for Wakefield & Associates, LCC Peter Goldman, Esquire Nina Welch, Esquire Nelson Mullins One Financial Plaza 100 S.E. 3 rd Avenue, Suite 2700 Fort Lauderdale, FL 33394 Counsel for Inphynet Contracting Services, LLC

If you or your lawyer asks to appear at the Final Fairness Hearing, in addition to providing the above information, you must include in your objection letter: (a) the points you wish to speak about at the hearing; (b) copies of documents you intend to rely upon at the hearing; (c) the amount of time you request for speaking at the hearing; and (d) whether you intend to have a lawyer speak on your behalf.

If you intend to have a lawyer present, your lawyer must file a written notice of appearance of counsel with the Clerk of the Court postmarked no later than **April 8, 2025**.

15. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Proposed 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. If you exclude yourself from the Class, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

16. When and where will the Court decide to approve the Proposed Settlement?

The Court will hold a Final Fairness Hearing to decide whether the Proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court will also consider whether to award attorneys' fees and other expenses to Class Counsel, whether to provide an incentive award to the Representative Plaintiff, and whether to enter a final judgment and dismiss the lawsuit. If there are objections, the Court will consider them. You may attend, and you may ask to speak.

The Final Fairness Hearing will be on **May 30, 2025**, at 10:00 a.m., before the Honorable William F. Jung, District Court Judge, United States District Court for the Middle District of Florida, Middle District of Florida, Tampa Division, 801 North Florida Avenue, Tampa, Florida 33602, in Courtroom 15B.

The Court may approve the Proposed Settlement with modifications and without further notice if consent is given by the Representative Plaintiff and Defendants Wakefield and Inphynet and their respective attorneys by the terms of the Settlement Agreement.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you send a written objection, you do not have to come to the Final Fairness Hearing to discuss it. As long as you mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your lawyer to attend the Final Fairness Hearing, which is unnecessary.

IF YOU DO NOTHING

18. What happens if I do nothing?

As stated above, if you do nothing, you will remain part of the class. If you are a member of the Interest Sub-Class, you will automatically receive a portion of the General Class distribution and your Interest reimbursement without needing to file a valid and timely claim. However, unless you opt out, you WILL NOT be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against these Defendants or the Released Parties (as defined in the Settlement Agreement) about the claims in this case ever again. You will only receive the Settlement Benefits described above.

If you are a member of the General Class but not the Interest Sub-Class and you do nothing, you will not receive any Settlement Benefits, and you will give up rights explained in the "Opting Out of the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this Lawsuit that are released by the Settlement Agreement.

GETTING MORE INFORMATION

19. How do I get more information?

If you have any questions concerning the matters dealt with in this Notice, please direct your inquiries to the following Class Counsel:

Swift, Istringhaus, Dubbeld & McEleney, PLLC
Aaron M. Swift, Esquire,
11300 4th Street, North, Suite 260
St. Petersburg, Florida 33716
aswift@swift-law.com

Joshua R. Jacobson, Esquire
Jacobson Phillips, PLLC
478 E. Atlamonte Drive, Suite 108-570
Altamonte Springs, Florida 32701
joshua@jacobsonphillips.com

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The pleadings and other records in this litigation are available. They may be examined and copied during regular office hours at the Office of the Clerk, United States District Court for the Middle District of Florida, 801 North Florida Avenue, Tampa, Florida 33602.

PLEASE DO NOT TELEPHONE THE CLERK'S OFFICE OR THE JUDGE'S CHAMBERS CONCERNING THIS NOTICE OR THIS CASE.