

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

CORY HORTON, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC,

Defendant.

Case No.: 13-CV-307-JAH-WVG

**DECLARATION OF JENNIFER M.  
KEOUGH REGARDING PROPOSED  
NOTICE PROGRAM**

I, Jennifer M. Keough, declare and state as follows:

**INTRODUCTION**

1. I am Chief Executive Officer of JND Class Action Administration (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Counsel for the Plaintiffs and Defendants (“Counsel”), and if called upon to do so, I could and would testify competently thereto.

2. I have more than 20 years of legal experience creating and supervising Notice and Claims Administration programs and have personally overseen well over 500 matters. A comprehensive description of my experience is attached as Exhibit A.

3. JND is a legal administration services provider with headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action settlements. JND was chosen as the Settlement Administrator in this case after going through a competitive bidding process.

4. As CEO, I am involved in all facets of JND's operation, including monitoring the implementation of our notice and claims administration programs.

5. I submit this Declaration at the request of Counsel in the above-referenced litigation to describe the proposed Notice Program for Settlement Class Members and address why this comprehensive proposed Notice Program is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure and the Federal Judicial Center ("FJC") guidelines for Best Practicable Due Process notice.

### **RELEVANT EXPERIENCE**

6. JND is one of the leading legal administration firms in the country. JND's class action and lien resolution divisions provide all services necessary for the effective implementation of class action settlements, including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs, including through digital and social media platforms; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) lien verification, negotiation, and resolution; (7) calculation design and programming; (8) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (9) qualified settlement fund tax reporting; and (11) all other functions related to the secure and accurate administration of class action settlements. JND is an approved vendor for the United States Securities and Exchange

Commission (“SEC”) as well as for the Federal Trade Commission (“FTC”). We also have Master Services Agreements with various law firms, corporations, banks, and other government agencies, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 compliant by noted accounting firm Moss Adams. Finally, JND has been recognized by various publications, including the National Law Journal, the Legal Times, and, most recently, the New York Law Journal, for excellence in class action administration.

### **NOTICE PROGRAM SUMMARY**

7. This section summarizes all elements of the Notice Program that will be part of this Settlement. The proposed Notice Program is designed to inform Settlement Class Members of the proposed class action Settlement between Plaintiffs and Defendant Cavalry Portfolio Services, LLC. In the Settlement Agreement, the Settlement Class is defined as,

[a]ll persons who were called on cellphones by Cavalry between February 8, 2009 and January 26, 2016 (“Settlement Class Period”), using the Aspect Ensemble Pro system, or the Avaya Proactive Contact 5.0 system, while attempting to collect debts on 1,035,232 Open and Class Accounts (which will be contained in an electronic file that will be identified in the Settlement Agreement and filed under seal). Excluded from the Settlement Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of Cavalry or any of its Affiliates; (ii) any justice, judge or magistrate judge of the United States or any State, their spouses, and person within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all individuals who file a timely and proper request to be excluded from the Settlement Class.

8. The Notice Program described and detailed below has been designed to reach the Settlement Class through direct mail and email. Specifically, the proposed Notice Program includes the following components: CAFA Notice, Direct Mail Notice, Email Notice, Notice via Settlement Website, and a Toll-free Information Line.

### **NOTICE DESIGN AND CONTENT**

9. The Notice Documents are written in plain language and comply with the requirements of Rule 23 of the Federal Rules of Civil Procedure. I have reviewed the Notice Documents and believe each complies with these requirements as well as the FJC Class Action Notice and Plain Language Guide.

10. JND has designed the Postcard Notice and Email Notice to attract the attention of the recipient so they are encouraged to read the contents and take additional action to learn more about the Settlement. The Postcard Notice and Email Notice includes “call-out” language to signal the recipient that the mailing is not junk mail and is Court-ordered. The actual content of the Postcard Notice and Email Notice includes bolded language to draw the recipient’s attention to read on to find out if they are included in the Settlement Class, how they can get Settlement Benefits, how they can look up their account status, what their options are under the Settlement, and how to get more information. The Postcard Notice and Email Notice includes plain and easy-to-read summaries of the Settlement and directs Settlement Class Members to the Settlement Website for more information, including an online Claim Form and important case documents. The proposed Postcard Notice, Email Notice, and Long Form Notice are attached as Exhibit B.

### **NOTICE PROGRAM DETAILS**

11. **CAFA Notice:** JND will provide notice of the proposed Settlement under the Class Action Fairness Act (“CAFA”), 28 U.S.C. §1715(b) no later than 10 days after the proposed Settlement Agreement is filed with the Court. JND will provide such notice to the appropriate state and federal government officials.

12. **Direct Mail Notice:** For this Settlement, JND will mail notice to approximately 1,035,232 potential Settlement Class Members and will email notice to approximately 690,155 potential Settlement Class Members, using the contact information to be collected using the following advanced address research strategies.

13. Along with the filing of the motion for preliminary approval, Defendant has provided a list of Open and Closed accounts, including contact information for all potential Settlement Class Members to JND.

14. JND will promptly load the information into a unique database for the Settlement. A unique claims processing identification number will be assigned to each Settlement Class Member to identify them throughout the administration process. To increase deliverability, JND will review the data provided to identify any undeliverable addresses and duplicate records based on name and address.

15. Prior to mailing notice, JND will update all addresses using the United States Postal Service's National Change of Address ("NCOA") database.<sup>1</sup> JND will then mail to all unique Settlement Class Members a Postcard Notice that includes a detachable, postage-paid Claim Form, substantially similar to the proposed Postcard Notice agreed upon by the Parties and submitted to the Court. The Postcard Notice will include a unique account status identification number which the claimant can use to look up the status of their account with Defendant online. The proposed Long Form Notice will be available for download on the Settlement Website.

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<sup>1</sup> The NCOA database is the official United States Postal Service ("USPS") technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

16. JND will also be conducting a sophisticated email append process to determine email addresses for all potential Settlement Class Members. JND estimates this process will locate email addresses for two thirds of the Settlement Class (690,155 potential Settlement Class Members).

17. After the initial Direct mail Notice but prior to the claims filing deadline, JND will email a reminder to all potential Settlement Class Members for whom JND has a valid email address and did not unsubscribe to the initial Email Notice.

18. **Settlement Website:** JND will develop and deploy an informational and interactive, case-specific Settlement Website on which the Postcard Notice, Website Notice, Settlement Agreement and Exhibits, a downloadable Claim Form, and other important case documents will be posted. The website will host an online Claim Form, account look-up, provide answers to frequently asked questions, and include contact information for the Settlement Administrator. The Settlement Website shall remain open and accessible for not less than thirty (30) days after the last day to cash any check drawn on the Cash Fund.

19. The Website will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines. Other available features will include an online look-up to determine if a Settlement Class Member's account is Open or Closed, a page with answers to frequently asked questions, links to important case documents including the Motion for Attorneys' Fees once it is filed, and an online Claim Form. The account look-up will show the claimant whether or not their account is closed or open. If the account is still open it will provide the claimant with information regarding their current amount of debt to facilitate the claimant with making their benefit selection choice when filing their claim. The Website will be optimized for mobile visitors so that information loads quickly on mobile devices and will also be designed to maximize search engine

optimization through Google and other search engines. Keywords and natural language search terms will be included in the site's metadata to maximize search engine rankings.

20. **Settlement Administrator Email Address:** JND will establish a dedicated email address to receive and respond to Settlement Class Member inquiries. JND will generate email responses from scripted FAQs that will also be used by our call center personnel. Depending on call volume and availability, we will use some of the same members on each team for efficiency and to establish uniformity of messaging.

21. **Toll-free Information Line:** JND will make available its scalable call center resources to develop and manage the incoming telephone calls received in response to the Notice Program. JND will establish and maintain a 24-hour, toll-free telephone line that Settlement Class Members may call to obtain information about the Settlement. During business hours, JND's call center will be staffed with live operators who are trained to answer questions about the Settlement.

**CONCLUSION**

22. In JND's opinion, the Notice Program as described herein, as well as the exhibits attached hereto, provide the best notice practicable under the circumstances, are consistent with the requirements of Rule 23 of the Federal Rules of Civil Procedure and all applicable court rules, and are consistent with, and exceed, other similar court-approved best notice practicable notice programs. The Notice Program is designed to reach as many Settlement Class Members as possible and provide them with the opportunity to review a plain language notice with the ability to easily take the next step to learn more about the Settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 21, 2020, in Seattle, Washington.



Jennifer M. Keough



CERTIFICATE OF SERVICE

I, Adrienne D. McEntee, hereby certify that on February 21, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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*Attorneys for Defendant*

DATED this 21st day of February, 2020.

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# **EXHIBIT A**

# JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



## I.

## INTRODUCTION

Jennifer Keough is Chief Executive Officer and a Founder of JND Legal Administration (“JND”). She is the only judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement, \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, \$600 million Engle Smokers Trust Fund, \$215 million USC Student Health Center Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female CEO in the field, Ms. Keough oversees more than 200 employees at JND’s Seattle headquarters, as well as other office locations around the country. She manages all aspects of JND’s class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims

processing, Systems and IT work, call center, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later she was named as the Independent Claims Administrator (“ICA”) in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a “Woman Worth Watching” by Profiles in Diversity Journal.

Since JND’s launch, Mrs. Keough has also been featured in numerous news sources. In 2019, she was highlighted in an Authority Magazine article, “5 Things I wish someone told me before I became a CEO,” and a Moneyish article, “This is exactly how rampant ‘imposter syndrome’ is in the workforce.” In 2018, she was featured in several Fierce CEO articles, “JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements,” “Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top,” and “Companies stand out with organizational excellence,” as well as a Puget Sound Business Journal article, “JND Legal CEO Jennifer Keough handles law firms’ big business.” In 2013, Mrs. Keough appeared in a CNN article, “What Changes with Women in the Boardroom.”

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest administration firms in the country, where she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business

analyst at Perkins Coie, one of the country's premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.

## II.

## LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

**1. Allagas v. BP Solar Int'l, Inc.**

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with on-line claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court as to the progress of the administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

*The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.*

## 2. Careathers v. Red Bull North America, Inc.

No. 13-cv-0369 (KPF) (S.D.N.Y.)

Due to the nature of this case, direct notice was impossible. Therefore, Ms. Keough assisted in the design of a publication notice and claims administration program intended to reach the greatest number of affected individuals. Due to the success of the notice program, the informational website designed by Ms. Keough and her team received an unprecedented 67 million hits in less than 24 hours. The Claims Administration program received over 2 million claim forms submitted through the three available filing options: online, mail, and email. Judge Katherine Polk Failla approved the notice program (May 12, 2015) finding:

*...that the Notice to the Settlement Class... was collectively the best notice practicable under the circumstances of these proceedings of the matters set forth therein, and fully satisfies the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure, due process, and any other applicable laws.*

## 3. Chester v. The TJX Cos.

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

*...the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.*

#### 4. Cobell v. Salazar

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of 1 percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: "Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members." Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

*...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual*



*notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).*

## 5. Gulf Coast Claims Facility (GCCF)

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

## 6. Hernandez v. Experian Info. Solutions, Inc.

No. 05-cv-1070 (C.D. Cal.)

This case asserts claims in violation of the Fair Credit Reporting Act. The litigation dates back to 2005, when José Hernandez filed his original Class Action Complaint in *Hernandez v. Equifax Info. Services, LLC*, No. 05-cv-03996 (N.D. Cal.), which was later transferred to C.D. Cal. and consolidated with several other related cases. In April 2009, a settlement agreement between Defendants and some plaintiffs was reached that would provide payments of damage awards from a \$45 million settlement fund. However, after being granted final approval by the Court, the agreement was vacated on appeal by the United States Circuit Court of Appeals for the Ninth Circuit. The parties resumed negotiations and reached an agreement in April 2017. The settlement provided both significant monetary (approximately \$38.7 million in non-reversionary cash) and non-monetary benefits. Ms. Keough oversaw the notice and administration efforts for the entire litigation. In approving the settlement and responding to objections about notice and administration expenses, Honorable David O. Carter, stated (April 6, 2018):

*The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.*

## **7. In re Air Cargo Shipping Servs. Antitrust Litig.**

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed for the comparison of claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency notification process included mailing of deficiency letters, making follow up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

## 8. In re Classmates.com

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

*The Court finds that the form of electronic notice... together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process...*

## 9. In re Equifax Inc. Customer Data Sec. Breach Litig.

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

*JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.*

## 10. In re General Motors LLC Ignition Switch Litig.

No. 2543 (MDL) (S.D.N.Y.)

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review.

Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

## **11. In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010**

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

## **12. In re Stryker Rejuvenate and ABG II Hip Implant Products Liab. Litig.**

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program

also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

### 13. In re The Engle Trust Fund

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

*The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.*

### 14. In re Washington Mut. Inc., Sec. Litig.

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. The deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. It involved reaching out to claimants via letters, emails, and telephone calls.

## 15. In re Yahoo! Inc. Sec. Litig.

No. 17-cv-373 (N.D. Cal.)

Ms. Keough oversaw the notice and administration of this \$80 million securities settlement. In approving the settlement, Judge Lucy H. Koh, stated (September 7, 2018):

*The Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions: met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and 15 U.S.C. § 78u-4(a)(7) (added to the Exchange Act by the Private Securities Litigation Reform Act of 1995); constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation.*

## 16. Linneman v. Vita-Mix Corp.

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by plaintiff counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through Vita-Mix's data as well as obtained through third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice placements through Facebook/Instagram, Twitter, and Conversant, as well as a paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that

provided information to class members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

*JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.*

## 17. Loblaw Card Program

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program as a result of a price-fixing scheme by some employees of the company involving bread products. The program offered a \$25 Card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of “hits” in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

## 18. New Orleans Tax Assessor Project

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant’s historical property documentation.



Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

## 19. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included mailed and email notice to potential Class members, digital notices on Facebook, LinkedIn, and Twitter, an internet search effort, notice placements in USC publications/eNewsletters, and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with JND staff handling lien resolution for this case. Preliminary approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

*The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.*

## 20. Williams v. Weyerhaeuser Co.

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over \$100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant's siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.

# III.

## JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from other JND programs listed below.

### 1. Judge Joan B. Gottschall

*In re Navistar MaxxForce Engines Mktg., Sales Practices and Products*, (January 3, 2020)  
No. 14-cv-10318 (N.D. Ill.):

*In accordance with PTO 29 and subsequent orders, the settlement administrator, a corporation for which Jennifer Keough ("Keough" or "settlement administrator") speaks, filed several declarations updating the court on the notice, opt-out, and claims process... the court finds that the settlement is fair, reasonable, and adequate.*

### 2. Judge Fernando M. Olguin

*Ahmed v. HSBC Bank USA, NA*, (December 30, 2019)  
No. 15-cv-2057-FMO-SPx (N.D. Ill.):

*On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration ("JND") as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement... the reaction of the class has been very positive.*

### 3. Judge Cormac J. Carney

*In re ConAgra Foods Inc.*, (October 8, 2019)  
No. 11-cv-05379-CJC-AGR (C.D. Cal.):

*Following the Court's preliminary approval, JND used a multi-pronged notice campaign to reach people who purchased Wesson Oils...As of September 19, 2019,*

*only one class member requested to opt out of the settlement class, with another class member objecting to the settlement. The reaction of the class has thus been overwhelmingly positive, and this factor favors final approval.*

#### **4. Honorable Patti B. Saris**

***Baker v. Equity Residential Mgmt., LLC***, (August 16, 2019)  
No. 18-cv-11175 (D. Mass.):

*The Court appoints JND Legal Administration as Claims Administrator to serve the Class Notice, and if the Settlement is approved, to administer the Settlement and to conduct the claims process.*

#### **5. Judge Christine M. Arguello**

***Beltran v. InterExchange, Inc.***, (July 18, 2019)  
No. 14-cv-3074 (D. Colo.):

*The Settlement Notice, and the distribution thereof, satisfied the requirements of due process under the Constitution and Federal Rule of Civil Procedure 23(e), that it was the best practicable under the circumstances, and that it constitutes due and sufficient notice to all persons entitled to notice of class action settlement.*

#### **6. Honorable David E. Gregerson**

***Dougherty v. Barrett Bus. Serv., Inc.***, (June 28, 2019)  
No. 17-2-05619-1 (Wash. Super. Ct.):

*The Court appoints JND Legal Administration as the Settlement Administrator. The Settlement Administrator shall disseminate notice to Class Members, by mail and email, calculate settlement payments, mail settlement payments and tax forms, and create a settlement website.*

## 7. Judge Barbara Jacobs Rothstein

**Wright v. Lyft, Inc.**, (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

*The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration (“JND”), an experienced claims administrator, undertook a robust notice program that was approved by this Court...*

## 8. Judge J. Walton McLeod

**Boskie v. Backgroundchecks.com**, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

*The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.*

## 9. Honorable James Donato

**In re Resistors Antitrust Litig.**, (May 2, 2019)

No. 15-cv-03820-JD (N.D. Cal.):

*The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable under the circumstances and shall*

*constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.*

## 10. Honorable Leigh Martin May

***Bankhead v. First Advantage Background Serv. Corp.***, (April 30, 2019)

No. 17-cv-02910-LMM-CCB (N.D. Ga.):

*The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.*

## 11. Honorable P. Kevin Castel

***Hanks v. Lincoln Life & Annuity Co. of New York***, (April 23, 2019)

No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.*

## 12. Judge Cormac J. Carney

***In re ConAgra Foods Inc.***, (April 4, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

*The bids were submitted to Judge McCormick, who ultimately chose JND Legal Administration to propose to the Court to serve as the settlement administrator. (Id. ¶ 65.) In addition to being selected by a neutral third party, JND Legal*

*Administration appears to be well qualified to administer the claims in this case... The Court appoints JND Legal Administration as Settlement Administrator... JND Legal Administration will reach class members through a consumer media campaign, including a national print effort in People magazine, a digital effort targeting consumers in the relevant states through Google Display Network and Facebook, newspaper notice placements in the Los Angeles Daily News, and an internet search effort on Google. (Keough Decl. ¶ 14.) JND Legal Administration will also distribute press releases to media outlets nationwide and establish a settlement website and toll-free phone number. (Id.) The print and digital media effort is designed to reach 70% of the potential class members. (Id.) The newspaper notice placements, internet search effort, and press release distribution are intended to enhance the notice's reach beyond the estimated 70%. (Id.)*

### 13. Honorable William J. McGovern, III, J.S.C.

**Atl. Ambulance Corp. v. Cullum and Hitti**, (March 29, 2019)

No. MRS-L-264-12 (N.J. Super. Ct.):

*The Court finds that the manner and form of notice set forth in the Settlement Agreement (Class Notice) was provided to the Settlement Class Members and Settlement Sub-class Members by JND Legal Administration, the Court-appointed Administrator of the Settlement...The Class Notice satisfied the requirements of due process and R. 4:32-2 and constitutes the best practicable notice under the circumstances.*

### 14. Judge Edward M. Chen

**In re MyFord Touch Consumer Litig.**, (March 28, 2019)

No. 13-cv-3072 (EMC) (N.D. Ca.):

*The parties have justified their choice of JND as Settlement Administrator... And the Court finds that the language of the class notice is appropriate and that the means of notice is the "best notice...practicable under the circumstances."*

## 15. Judge Jonathan Goodman

**Belanger v. RoundPoint Mortgage Servicing**, (March 28, 2019)

No. 17-cv-23307-MGC (S.D. Fla.):

*Class Counsel has filed with the Court a declaration from Jennifer M. Keough, Chief Executive Officer at JND Legal Administration, the independent third-party Settlement Administrator for the Settlement, establishing that the Mail Notice, Claim Form, and Claim Form Instructions were mailed to Noticed Class Members on December 12, 2018; the Settlement Website and IVR toll-free telephone number system were established on December 12, 2018; internet advertising was published beginning December 14, 2018; and the Publication Notice was published on January 7, 2019. Adequate Class Notice was given to the Noticed Class Members in compliance with the Settlement Agreement and the Preliminary Approval Order.*

## 16. Judge Steven P. Shreder

**Chieftain Royalty Co. v. Marathon Oil Co.**, (March 8, 2019)

No. 17-cv-334 (E.D. Okla.):

*The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, and the Escrow Agent, Signature Bank, in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representatives in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.*

## 17. Judge Thomas S. Zilly

**Connolly v. Umpqua Bank**, (February 28, 2019)

No. C15-517 (TSZ) (W.D. Wash.):

*Notice of the proposed class action settlement and of the final approval hearing scheduled for February 21, 2019, was sent to all members of the Class in the manner described in the Declaration of Jennifer M. Keough, the Chief Executive Officer of JND Legal Administration, which is the Settlement Administrator for this matter...*



the methods of transmitting notices to class members, along with the maintenance of a dedicated website, were the best notice practicable under the circumstances and comported with Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution.

## 18. Judge Kathleen M. Daily

**Podawiltz v. Swisher Int'l, Inc.**, (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

## 19. Honorable Robert W. Lehrburger

**Hines v. CBS Television Studios**, (February 5, 2019)

No. 17-cv-7882 (PGG) (S.D.N.Y.):

Class Members were provided with the best notice practicable under the circumstances. The Court further finds that the Notice and its distribution comported with all constitutional requirements, including those of due process. No Class Member opted out of or objected to the Settlement. Moreover, approximately 57% of Class Members returned the Claim form, which represents a substantial response from the Settlement Class...On August 24, 2018 the Court preliminary appointed JND as the Settlement Claims Administrator in this action. JND is an experienced administrator of Class Action settlements nationwide.

## 20. Judge Naomi Reice Buchwald

**In re LIBOR-Based Fin. Instruments Antitrust Litig.**, (December 20, 2018)

No. 11-md-2262 (NRB) (S.D.N.Y.):

The Court hereby finds that the forms and methods of notifying the Lender Class of the Settlements and their terms and conditions met the requirements of the United

*States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all Lender Class Members entitled thereto of these proceedings and the matters set forth herein, including the Settlements and Plan of Distribution.*

## 21. Judge Kimberly E. West

***Reirdon v. Cimarex Energy Co.***, (December 18, 2018)

No. 16-CIV-113 (KEW) (E.D. Okla.):

*The Court further finds that due and proper notice, by means of the Notice and Summary Notice, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order...The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, and the Escrow Agent, Signature Bank, in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.*

## 22. Honorable Kenneth J. Medel

***Huntzinger v. Suunto Oy***, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

*The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.*

## 23. Judge Mark H. Cohen

**Liotta v. Wolford Boutiques, LLC**, (November 30, 2018)

No. 16-cv-4634 (N.D. Ga.):

*The Notice Program included written mail notice via post-card pursuant to addresses determined from a look-up on the telephone numbers using a historic look-up process designed to identify the owner of the relevant telephone numbers on July 7, 2016 and September 2, 2016. Keough Decl. ¶¶ 3-4. The Claims Administrator used multiple databases to determine addresses and names of the cellular telephone owners at the time the text messages were sent. Keough Decl. ¶ 3. The Parties' filed evidence that the Claims Administrator provided notice in conformance with the Notice Program approved by the Court. Id. ¶ 4 & Ex. A; Settlement Agreement § C.4; Prelim. Approval Order at 16-17. This notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreement and the fairness hearing. The notice constituted due and sufficient notice for all other purposes to all persons entitled to receive notice.*

## 24. Judge Kimberly E. West

**Cecil v. BP America Prod. Co.**, (November 19, 2018)

No. 16-cv-410 (RAW) (E.D. Okla.):

*The form, content, and method of communicating the Notice of Settlement, together with the class settlement website referred to therein: (i) constituted the best notice practicable under the circumstances; (ii) constituted notice reasonably calculated, under the circumstances, to apprise potential Class Members of the pendency of the Litigation, the proposed Settlement Agreement, their right to exclude themselves from the proposed Settlement Agreement and resulting Settlement, their right to object to the same of any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protection of the State of Oklahoma, and any other applicable law.*

## 25. Honorable Thomas M. Durkin

***In re Broiler Chicken Antitrust Litig.***, (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

*The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

## 26. Honorable Beth Labson Freeman

***Wahl v. Yahoo! Inc.***, (November 15, 2018)

No. 17-cv-2745 (BLF) (N.D. Cal.):

*The Settlement Class was provided with adequate notice of the settlement and an opportunity to object or opt out. The notice satisfied all applicable legal requirements, including those under Federal Rule of Civil Procedure 23 and the United States Constitution.*

## 27. Honorable Tanya Walton Pratt

***Pierce v Anthem Ins. Cos.***, (November 13, 2018)

No. 15-cv-00562-TWP-TAB (S. D. Ind.):

*The Court hereby finds and concludes that Notice and the Supplemental Notice was disseminated to members of the Settlement Class in accordance with the terms of the Agreement and that the Notice and its dissemination were in compliance with the Agreement and this Court's Preliminary Approval. The Court further finds and concludes that the Notice implemented pursuant to the Settlement Agreement constitutes the best practicable notice; is notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to accept, object to or exclude themselves from the proposed settlement and to*

*appear at the fairness hearing; constitutes reasonable, due, adequate and sufficient notice to all persons entitled to receive notice; and meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and any Rules of the Court.*

## 28. Judge Maren E. Nelson

**Granados v. County of Los Angeles**, (October 30, 2018)

No. BC361470 (Cal. Super. Ct.):

*JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

## 29. Judge Maren E. Nelson

**McWilliams v. City of Long Beach**, (October 30, 2018)

No. BC361469 (Cal. Super. Ct.):

*It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

## 30. Judge Cheryl L. Pollak

**Dover v. British Airways, PLC (UK)**, (October 9, 2018)

No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

*JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the*

*claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.*

### 31. Judge Edward J. Davila

***In re Intuit Data Litig.***, (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

*The Court appoints JND Legal Administration ("JND") to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.*

### 32. Judge Michael H. Watson

***O'Donnell v. Fin. American Life Ins. Co.***, (August 24, 2018)

No. 14-cv-01071 (S.D. Ohio):

*The Court finds that the Class Notice and the notice methodology implemented pursuant to this Settlement Agreement (as evidenced by the Declaration of Settlement Administrator Keough, JND Legal Administration): (1) constituted the best practicable notice; (2) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the terms of the Proposed Settlement, the available relief, the release of claims, their right to object or exclude themselves from the proposed Settlement, and their right to appear at the fairness hearing; (3) were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the*

Class Action Fairness Act, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

### 33. Judge Timothy J. Corrigan

**Finerman v. Marriott Ownership Resorts, Inc.**, (August 15, 2018)

No. 14-cv-1154-J-32MCR (M.D. Fla.):

*Notice was given by Mail in accordance with the Settlement Agreement and the Preliminary Approval Order. The Class Notice, Claim Form, Preliminary Approval Order, Petition for Attorney's Fees, and Settlement Agreement (without exhibits) were also posted on the Settlement Website at [www.cruisefaresettlement.com](http://www.cruisefaresettlement.com). These forms of class notice fully complied with the requirements of Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and were due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit.*

### 34. Honorable Kenneth J. Medel

**Huntzinger v. Suunto Oy**, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

*The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.*



### 35. Honorable Thomas M. Durkin

*In re Broiler Chicken Antitrust Litig.*, (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

*The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice vial mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.*

### 36. Honorable Stanley R. Chesler

*Muir v. Early Warning Services, LLC*, (June 13, 2018)

No. 16-cv-00521 (D.N.J.):

*Notice to the Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process. The Court is informed the Mail Notice was sent by first class mail to approximately 211 Settlement Class Members by JND Legal Administration, the third-party Settlement Administrator.*

### 37. Honorable Lewis A. Kaplan

*Cline v. TouchTunes Music Corp.*, (May 24, 2018)

No. 14-CIV-4744 (LAK) (S.D.N.Y.):

*The Court finds that the Notice Program has been implemented by the Claims Administrator and Parties, and that such Notice Program, including of the utilized Notice Form, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws.*



### 38. Judge Janet T. Neff

**Sullivan v. Wenner Media LLC**, (May 22, 2018)

No. 16-cv-00960-JTN-ESC (W.D. Mich.):

*The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances.*

### 39. Judge Maren E. Nelson

**Djoric v. Justin Brands, Inc.**, (March 12, 2018)

No. BC574927 (Cal. Super. Ct.):

*Based on the number of claims submitted the Court concludes that the notice was adequate and the best available means under the circumstances.*

### 40. Judge Federico A. Moreno

**Brna v. Isle of Capri Casinos and Interblock USA, LLC**, (February 20, 2018)

No. 17-cv-60144 (FAM) (S.D. Fla.):

*Class Counsel has filed with the Court a Declaration from JND Legal Administration, the independent third-party Settlement Administrator for the Settlement, establishing the Settlement Notice and Claim Form were delivered by email and mail to the class members on November 27, 2017 and December 4, 2017, the Settlement website was established on November 27, 2017, and Claim Forms were also available electronically on the website. Adequate notice was given to the Settlement Class Members in compliance with the Settlement Agreement and the preliminary approval order.*

#### 41. Honorable Percy Anderson

**Nozzi v. Housing Authority for the City of Los Angeles**, (February 15, 2018)

No. CV 07-380 PA (FFMx) (C.D. Cal.):

*The notice given in this case was reasonably calculated to reach the Damages Class... Finally, a notice was published in the L.A. Times for three consecutive weeks on August 18, 2017, August 25, 2017, and September 1, 2017, and a 30-day internet advertising campaign was launched on Facebook, Instagram, and Twitter to inform Class Members about the settlement. (Keough Decl. ¶ 12.) The Court therefore concludes that the notice procedures satisfied the requirements of Due Process and Federal Rule of Civil Procedure 23(e).*

#### 42. Judge Ann D. Montgomery

**In re Wholesale Grocery Prod. Antitrust Litig.**, (November 16, 2017)

No. 9-md-2090 (ADM) (TNL) (D. Minn.):

*Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.*

#### 43. Honorable Robert S. Lasnik

**Gragg v. Orange Cab Co.**, (October 5, 2017)

No. C12-0576RSL (W.D. Wash.):

*The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances...The Class*

*Notice given to the Settlement Class Members satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of constitutional due process.*

#### **44. The Honorable Philip S. Gutierrez**

***Harris v. Amgen, Inc.***, (April 4, 2017)

No. CV 07-5442 PSG (PLAx) (C.D. Cal.):

*Class counsel retained JND to provide notice and administration services for this litigation. See generally Keough Decl. JND mailed 13,344 class action notices to class members by first-class mail on January 14, 2017. See Keough Decl., ¶ 6. If the mailings returned undeliverable, JND used skip tracing to identify the most updated addresses for class members. Id. To date, JND reports that only 179 notices are undeliverable. Id. ¶ 7. Moreover, as of March 21, 2017, the deadline for filing objections, JND had received no objections to the final settlement agreement. The lack of objections is an indicator that class members find the settlement to be fair, reasonable, and adequate.*

## IV.

## CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Adzhikosyan v. Denver Mgmt.</i>	BC648100	Cal. Super. Ct.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Andreas-Moses v. Hartford Fire Ins. Co.</i>	17-cv-2019-Orl-37KRS	M.D. Fla.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum &amp; Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Services Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Barclays Dark Pool Sec. Litig.</i>	14-cv-5797 (VM)	S.D.N.Y.
<i>Barrett v. Nestle USA, Inc.</i>	18-cv-167-DPM	E.D. Ark.
<i>Belanger v. RoundPoint Mortgage Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>Bergman v. Thelen LLP</i>	08-cv-05322-LB	N.D. Cal.
<i>Bey v. Encore Health Res.</i>	19-cv-00060	E.D. Tex.
<i>BlackRock Core Bond Portfolio v. Wells Fargo</i>	65687/2016	N.Y. Super. Ct.
<i>Blasi, Jr. v. United Debt Services, LLC</i>	14-cv-0083	S.D. Ohio
<i>Blocher v. Landry's Inc.</i>	14-cv-03213-MSS-JSS	M.D. Fla.
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.

CASE NAME	CASE NUMBER	LOCATION
<i>Briones v. Patelco Credit Union</i>	RG 16805680	Cal. Super. Ct.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Broussard v. Stein Mart, Inc.</i>	16-cv-03247	S.D. Tex.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Calvert v. Xcel Energy</i>	17-cv-02458-RBJ	D. Colo.
<i>Cambridge v. Sheetz, Inc.</i>	17-cv-01649-JEJ	M.D. Pa.
<i>Careathers v. Red Bull North America, Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Carson v. Cheers</i>	17-2-29644-9	Wash. Super. Ct.
<i>Castro v. Cont'l Airlines, Inc.</i>	14-cv-00169	C.D. Cal.
<i>Cecil v. BP America Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chamblee v. TerraForm Power, Inc.</i>	16 MD 2742 (PKC)(AJP)	S.D.N.Y.
<i>Chanve c. E.I. Du Pont De Nemours</i>	16-cv-00376-MAC-ZJH	E.D. Tex.
<i>Chavez v. Our Lady of Lourdes Hosp.</i>	12-2-50575-9	Wash. Super. Ct.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Connolly v. Umpqua Bank</i>	C15-517 (TSZ)	W.D. Wash.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Dearth v. Hartford Fire Ins. Co.</i>	16-cv-1603-Orl-37LRH	M.D. Fla.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>del Toro Lopez v. Uber Techs., Inc.</i>	14-cv-6255	N.D. Cal.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.
<i>Diaz v. Lost Dog Pizza, LLC</i>	17-cv-02228-WJM-NYW	D. Colo.

CASE NAME	CASE NUMBER	LOCATION
<i>Dixon v. Zabka</i>	11-cv-982	D. Conn.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.
<i>Dougherty v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Dozier v. Club Ventures Invs. LLC</i>	17BK10060	S.D.N.Y.
<i>Duran v. DirecTV</i>	4850 (1-14-CV-274709)	Cal. Super. Ct.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Easley v. The Reserves Network, Inc.</i>	16-cv-544	N.D. Ohio
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>EEOC v. Patterson-UTI Drilling Co. LLC</i>	5-cv-600 (WYD) (CBS)	D. Colo.
<i>Erica P. John Fund, Inc. v. Halliburton Co.</i>	02-cv-1152	N.D. Tex.
<i>Espenshade v. Wilcox &amp; Wilcox</i>	BC647489	Cal. Super. Ct.
<i>Essex v. The Children's Place, Inc.</i>	15-cv-5621	D.N.J.
<i>Expedia Hotel Taxes &amp; Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Group Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Fresno County Employees Ret. Assoc. v. comScore Inc.</i>	16-cv-1820 (JGK)	S.D.N.Y.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gervasio v. Wawa, Inc.</i>	17-cv-245 (PGS) (DEA)	D.N.J.
<i>Gormley v. magicJack Vocaltec Ltd.</i>	16-cv-1869	S.D.N.Y.
<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Granados v. County of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Grant v. Ballard Mgmt, Inc.</i>	18-2-54890-0 SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Hall v. Dominion Energy</i>	18-cv-00321-JAG	E.D. Va.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life &amp; Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harris v. Amgen, Inc.</i>	CV 07-5442 PSG (PLAx)	C.D. Cal.
<i>Harrison v. Strategic Experiential Group</i>	RG16 807555	Cal. Super. Ct.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Hernandez v. Experian Info. Solutions, Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. United States Cold Storage of California, Inc.</i>	S-1500-CV-282297-SPC	Cal. Super. Ct.
<i>Hines v. CBS Television Studios</i>	17-cv-7882 (PGG)	S.D.N.Y.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.
<i>Hopwood v. Nuance Commc'n, Inc.</i>	4:13-cv-02132-YGR	N.D. Cal.
<i>Howard v. Southwest Gas Corp.</i>	18-cv-01035-JAD-VCF	D. Nev.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Akorn, Inc. Sec. Litig.</i>	15-c-1944	N.D. Ill.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (American Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AudioEye, Inc. Sec. Litig.</i>	15-cv-163 (DCB)	D. Ariz.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re ConAgra Foods Inc.</i>	11-cv-05379-CJC-AGR	C.D. Cal.
<i>In re CRM Holdings, Ltd. Sec. Litig.</i>	10-cv-00975-RPP	S.D.N.Y.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.
<i>In re General Motors LLC Ignition Switch Litig.</i>	2543 (MDL)	S.D.N.Y.
<i>In re Global Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re GoPro, Inc. Shareholder Litig.</i>	CIV537077	Cal. Super. Ct.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.
<i>In re Initial Pub. Offering Sec. Litig. (IPO Sec. Litig.)</i>	No. 21-MC-92	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.
<i>In re J.P. Morgan Stable Value Fund ERISA Litig.</i>	12-cv-02548-VSB	S.D.N.Y.
<i>In re Legacy Reserves LP Preferred Unitholder Litig.</i>	2018-225 (JTL)	Del. Ch.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Products</i>	14-cv-10318	N.D. Ill.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Resonant Inc. Sec. Litig.</i>	15-cv-1970 (SJO) (MRW)	C.D. Cal.
<i>In re Stericycle, Inc. Sec. Litig.</i>	16-cv-07145	N.D. Ill.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Products Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re SunTrust Banks, Inc. ERISA Litig.</i>	08-cv-03384-RWS	N.D. Ga.
<i>In re Tenet Healthcare Corp. Sec.</i>	CV-02-8462-RSWL (Rzx)	C.D. Cal.
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re Unilife Corp. Sec. Litig.</i>	16-cv-3976 (RA)	S.D.N.Y.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.
<i>In re Webloyalty.com, Inc. Mktg. &amp; Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Williams Sec. Litig.</i>	02-CV-72-SPF (FHM)	N.D. Okla.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>Ivery v. RMH Illinois, LLC and RMH Franchise Holdings, Inc.</i>	17-CIV-1619	N.D. Ill.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Jordan v. Things Remembered, Inc.</i>	114CV272045	Cal. Super. Ct.



CASE NAME	CASE NUMBER	LOCATION
<i>Kellgren v. Petco Animal Supplies, Inc.</i>	13-cv-644 (L) (KSC)	S.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.
<i>Lindsay v. Cutter Wireline Serv., Inc.</i>	7-cv-01445 (PAB) (KLM)	D. Colo.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Lion Biotechnologies Sec. Litig.</i>	17-cv-02086-SI	N.D. Cal.
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Machado v. Endurance Int'l Grp. Holdings Inc.</i>	15-cv-11775-GAO	D. Mass.
<i>Martinez v. Rial de Minas, Inc.</i>	16-cv-01947	D. Colo.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McFarland v. Swedish Med. Ctr.</i>	18-2-02948-1 SEA	Wash. Super. Ct.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW)	E.D. Okla.
<i>McNeal v. AccentCare, Inc.</i>	4:15cv03304	N.D. Cal.
<i>McNeill v. Citation Oil &amp; Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Mild v. PPG Indus., Inc.</i>	18-cv-04231	C.D. Cal.
<i>Millien v. Madison Square Garden</i>	17-cv-04000	S.D.N.Y.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Morel v. Lions Gate Entm't Inc.</i>	16-cv-1407 (JFC)	S.D.N.Y.
<i>Muir v. Early Warning Services, LLC</i>	16-cv-00521	D.N.J.

CASE NAME	CASE NUMBER	LOCATION
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>New York v. Steven Croman</i>	450545/2016	N.Y. Super. Ct.
<i>NMPA Late Fee Program Groups I-IVA</i>	Remediation Program	CRB
<i>Nozzi v. Housing Authority of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&amp;T</i>	C 09-01529 SI	N.D. Cal.
<i>O'Donnell v. Fin. American Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ortez v. United Parcel Serv., Inc.</i>	17-cv-01202 (CMA) (SKC)	D. Colo.
<i>Paggos v. Resonant, Inc.</i>	15-cv-01970-SJO	C.D. Cal.
<i>Palazzolo v. Fiat Chrysler Auto. NV</i>	16-cv-12803	E.D. Mich.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.
<i>Parmelee v. Santander Consumer USA Holdings Inc.</i>	16-cv-783-K	N.D. Tex.
<i>Pemberton v. Nationstar Mortgage LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Pickett v. Simos Insourcing Solutions Corp.</i>	1:17-cv-01013	N.D. Ill.
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Press v. J. Crew Group, Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Racies v. Quincy Bioscience, LLC</i>	15-cv-00292	N.D. Cal.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rollo v. Universal Prop. &amp; Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.
<i>Roman v. Antelope Valley Newspapers, Inc.</i>	BC382639	Cal. Super. Ct.
<i>Rotatori v. TGI Fridays</i>	14-0081-B	Mass. Super. Ct.
<i>Rozeboom v. Dietz &amp; Watson</i>	17-cv-01266-RAJ	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>San Antonio Fire &amp; Police Pension Fund v. Dole Food Co.</i>	15-cv-1140 (LPS)	E.D. Del.
<i>Sanders v. Global Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sanders v The CJS Solutions Group, LLC</i>	17-cv-03809	S.D.N.Y.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schourup v. Private Label Nutraceuticals, LLC</i>	2015cv01026	C.D. Cal.
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Schwartz v. Opus Bank</i>	16-cv-7991 (AB) (JPR)	C.D. Cal.
<i>SEB Inv. Mgmt. AB v. Endo Int'l PLC</i>	17-cv-3711-TJS	E.D. Pa.
<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solano v. Amazon Studios LLC</i>	17-cv-01587 (LGS)	S.D.N.Y.
<i>Soto v. Diakon Logistics (Delaware), Inc.</i>	08-cv-33-L(WMC)	S.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Stretch v. Montana</i>	DV-04-713 (A)	Mont. 11th Dist. Ct.
<i>Strickland v. Carrington Mortgage Services, LLC</i>	16-cv-25237	S.D. Fla.
<i>Stuart v. State Farm Fire &amp; Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sudunagunta v. NantKwest, Inc.</i>	16-cv-01947-MWF-JEM	C.D. Cal.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Szafarz v. United Parcel Serv., Inc.</i>	SUCV2016-2094-BLS2	Mass. Super. Ct.
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Tolliver v. Avvo, Inc.</i>	16-2-5904-0 (SEA)	Wash. Super. Ct.
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.

CASE NAME	CASE NUMBER	LOCATION
<i>Tschosik v. Diamond Freight Sys.</i>	16-2-01247-1	Wash. Super. Ct.
<i>Tyus v. Gen. Info. Solutions LLC</i>	2017CP3201389	S.C. C.P.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Consol. City of Jacksonville</i>	170-17M-393	U.S. D.O.J.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Walton v. AT&amp;T Servs., Inc.</i>	15-cv-3653 (VC)	N.D. Cal.
<i>Weber v. KASA Delivery LLC</i>	16-2-13761-0 SEA	Wash. Super. Ct.
<i>WellCare Sec. Litig.</i>	07-cv-01940-VMC-EAJ	M.D. Fla.
<i>Williams v. Naples Hotel Group, LLC</i>	18-cv-422-Orl-37-DCI	M.D. Fla.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wilson v. LSB Indus., Inc.</i>	15-cv-07614-RA-GWG	S.D.N.Y.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.

# **EXHIBIT B**

CPS TCPA Settlement  
C/O JND Legal Administration  
P.O. Box 91237  
Seattle, WA 98111

**LEGAL NOTICE**

*Horton v. Cavalry Portfolio Services, LLC,  
13cv0307; Krejci v. Cavalry Portfolio  
Services, LLC, 16cv00211*

A settlement has been proposed to resolve these class action lawsuits pending in the U.S. District Court for the Southern District of California (the "Court").

The lawsuits claim that Cavalry Portfolio Services, LLC ("Cavalry") is liable under the Telephone Consumer Protection Act (the "TCPA") to persons who were called on cell phones by Cavalry while attempting to collect from them. Cavalry denies it did anything wrong.

Who Is Included? You may be in the Settlement as a "Settlement Class Member" if you received one or more calls to your cell phone from Cavalry between February 8, 2009 and January 26, 2016. If you received this Notice, then you are very likely a Settlement Class Member.

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

<<MAIL ID>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

<<CITY>>, <<ST>> <<ZIP>>

<<COUNTRY>>

**How Can I Get Settlement Relief?** Cavalry agreed to establish a Debt Relief Fund of up to \$18,000,000 and to establish a Cash Fund of \$6,150,000. Here are your options:

- If you have an Open Account with Cavalry you can claim a *pro rata* share of debt relief of up to \$599 or claim a *pro rata* share from the Cash Fund. You can claim debt relief or cash but not both.
- If you have a Closed Account with Cavalry you can claim a *pro rata* cash share from the Cash Fund but not debt relief.

Your Identification Number is <<UNIQUE IDENTIFIER>>. This Identification Number tells you if your account is Open or Closed as of January 2, 2020. To make a Claim: **(1)** fill out, sign, and mail this Claim Form back; or **(2)** submit a Claim online at [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com); or **(3)** print and complete the form from the Settlement Website and mail to Settlement Administrator, JND Legal Administration. You can confirm if your account is currently Open or Closed online at **[www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com)**.

**Estimated Relief:** Relief is split evenly between claiming class members. Class Counsel estimate that the debt relief awards may be \$500, but in no case more than \$599. Class Counsel estimate that the cash awards may be approximately \$30. These are only estimates. The amounts could change depending on the number of claims.

**The deadline to file a Claim is XXXXXXXX, 2020.** If you make a Claim, you give up the right to sue separately for damages.

**The Settlement:** The Cash Fund will also be used to pay incentive awards to the two Class Representatives who filed the Litigation; pay attorneys' fees and costs to the lawyers who filed the lawsuit; and pay Settlement Notice and Administrative Costs. Plaintiffs will request incentive awards of up to \$10,000 each, up to \$2,000,000 in attorneys' fees, and actual costs of up to \$100,000. You may find additional details regarding the Settlement, at [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com), or by calling 1-833-900-1645. **To receive settlement relief, you must make a timely Claim by XXXXXXXX, 2020.**

**Do I Have a Lawyer?** Yes. The Court appointed Terrell Marshall Law Group PLLC and Lemberg Law, LLC as counsel for the Settlement Class, to be paid from the Cash Fund. Or, you may appear through an attorney at your own expense.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXXXXXX, 2020**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may remain a Settlement Class Member and object to the Settlement by **XXXXXXX, 2020**. The website explains how to exclude yourself or object.

**Final Approval Hearing:** The judge presiding over the lawsuit scheduled a hearing for **XXXXXXX, 2020**, at **XXXXXX** in Courtroom **XXX** of the U.S. District Court, Southern District of California, **XXX**, regarding whether to give Final Approval to the Settlement, including the amounts of any attorneys' fees, costs, and Class Representative awards. The hearing may be changed without notice. **It is not necessary for you to appear at this hearing, but you may attend at your own expense.**

**QUESTIONS? CALL 1-833-900-1645 OR VISIT [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com)**

First Name	MI	Last Name
Street Address		
City	ST	ZIP Code.
Contact Phone Number		
Cell Phone Number that received a call		
Email Address		

Your account was Open as of January 2, 2020. You may log into the website listed above or contact the Cavalry TCPA Settlement Administrator, JND Legal Administration to obtain your current account status and balance before making your selection, below.

CHOOSE ONLY ONE of the following options. After choosing, sign below and return this claim form to submit your claim. If you select both, or none, your claim will be treated as one for debt relief.

☐

I want debt relief.

☐

I want cash.

I received a call from Cavalry at the above Cell Phone Number.

**Signature:** \_\_\_\_\_



BRM

**CPS TCPA Settlement**  
 C/O JND Legal Administration  
 P.O. Box 91237  
 Seattle, WA 98111

First-Class  
 Mail  
 US Postage  
 Paid  
 Permit #\_\_

# **LEGAL NOTICE**

*Horton v. Cavalry Portfolio Services, LLC,  
 13cv0307; Krejci v. Cavalry Portfolio  
 Services, LLC, 16cv00211*

A settlement has been proposed to resolve these class action lawsuits pending in the U.S. District Court for the Southern District of California (the "Court").

The lawsuits claim that Cavalry Portfolio Services, LLC ("Cavalry") is liable under the Telephone Consumer Protection Act (the "TCPA") to persons who were called on cell phones by Cavalry while attempting to collect from them. Cavalry denies it did anything wrong.

Who Is Included? You may be in the Settlement as a "Settlement Class Member" if you received one or more calls to your cell phone from Cavalry between February 8, 2009 and January 26, 2016. If you received this Notice, then you are very likely a Settlement Class Member.

<<MAIL ID>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

<<CITY>>, <<ST>> <<ZIP>>

<<COUNTRY>>

**How Can I Get Settlement Relief?** Cavalry agreed to establish a Debt Relief Fund of up to \$18,000,000 and to establish a Cash Fund of \$6,150,000. Here are your options:

- If you have an Open Account with Cavalry you can claim a *pro rata* share of debt relief of up to \$599 or claim a *pro rata* share from the Cash Fund. You can claim debt relief or cash but not both.
- If you have a Closed Account with Cavalry you can claim a *pro rata* cash share from the Cash Fund but not debt relief.

Your Identification Number is <<UNIQUE IDENTIFIER>>. This Identification Number tells you if your account is Open or Closed as of January 2, 2020. To make a Claim: **(1)** fill out, sign, and mail this Claim Form back; or **(2)** submit a Claim online at [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com); or **(3)** print and complete the form from the Settlement Website and mail to Settlement Administrator, JND Legal Administration. You can confirm if your account is currently Open or Closed online at **[www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com)**.

**Estimated Relief:** Relief is split evenly between claiming class members. Class Counsel estimate that the debt relief awards may be \$500, but in no case more than \$599. Class Counsel estimate that the cash awards may be approximately \$30. These are only estimates. The amounts could change depending on the number of claims.

**The deadline to file a Claim is XXXXXXXX, 2020.** If you make a Claim, you give up the right to sue separately for damages.

**The Settlement:** The Cash Fund will also be used to pay incentive awards to the two Class Representatives who filed the Litigation; pay attorneys' fees and costs to the lawyers who filed the lawsuit; and pay Settlement Notice and Administrative Costs. Plaintiffs will request incentive awards of up to \$10,000 each, up to \$2,000,000 in attorneys' fees, and actual costs of up to \$100,000. You may find additional details regarding the Settlement, at [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com), or by calling 1-833-900-1645. **To receive settlement relief, you must make a timely Claim by XXXXXXXX, 2020.**

**Do I Have a Lawyer?** Yes. The Court appointed Terrell Marshall Law Group PLLC and Lemberg Law, LLC as counsel for the Settlement Class, to be paid from the Cash Fund. Or, you may appear through an attorney at your own expense.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXXXXXX, 2020**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may remain a Settlement Class Member and object to the Settlement by **XXXXXXX, 2020**. The website explains how to exclude yourself or object.

**Final Approval Hearing:** The judge presiding over the lawsuit scheduled a hearing for **XXXXXXX, 2020**, at **XXXXXX** in Courtroom **XXX** of the U.S. District Court, Southern District of California, **XXX**, regarding whether to give Final Approval to the Settlement, including the amounts of any attorneys' fees, costs, and Class Representative awards. The hearing may be changed without notice. **It is not necessary for you to appear at this hearing, but you may attend at your own expense.**

**QUESTIONS? CALL 1-833-900-1645 OR VISIT [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com)**

First Name	MI	Last Name
Street Address		
City	ST	ZIP Code.
Contact Phone Number		
Cell Phone Number that received a call		
Email Address		

Your account was Closed as of January 2, 2020.

Sign below and return this claim form to submit your claim for a cash benefit.

I received a call from Cavalry at the above Cell Phone Number.

**Signature:** \_\_\_\_\_

**For more information, visit [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com).**

BRM

**From:** info@CPSTCPASettlement.com

**To:**

**Date:**

**Subject Line:** Class Action Notice for Settlement Regarding Cavalry Portfolio Services, LLC

---

*Horton v. Cavalry Portfolio Services, LLC, 13cv0307; Krejci v. Cavalry Portfolio Services, LLC, 16cv00211*

United States District Court for the Southern District of California

**If you received a call on a cell phone from Cavalry Portfolio Services, LLC between February 8, 2009 and January 26, 2016, you may be entitled to benefits under a class action settlement.**

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

A settlement has been proposed to resolve these class action lawsuits pending in the U.S. District Court for the Southern District of California (the “Court”).

The lawsuits claim that Cavalry Portfolio Services, LLC (“Cavalry”) is liable under the Telephone Consumer Protection Act (the “TCPA”) to persons who were called on cell phones by Cavalry while attempting to collect from them. Cavalry denies it did anything wrong.

**Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

**CLICK HERE TO FILE A CLAIM**

**Who Is Included?** You may be in the Settlement as a “Settlement Class Member” if you received one or more calls to your cell phone from Cavalry between February 8, 2009 and January 26, 2016. If you received this Notice, then you are very likely a Settlement Class Member.

**How Can I Get Settlement Relief:** Cavalry has agreed to establish a Debt Relief Fund of up to eighteen million dollars, and to establish a Cash Fund of six million and one hundred and fifty dollars. If you have an Open Account with Cavalry, you can either claim a *pro rata* share of debt relief of up to \$599 or claim a *pro rata* share from the Cash Fund. You can claim debt relief or cash but not both. If you have a Closed Account with Cavalry, you can claim a *pro rata* share from the Cash Fund but are not eligible for debt relief.

If you received a postcard, the Identification Number in the postcard tells you if your account was Open or Closed as of January 2, 2020. You may confirm whether your account is currently Open or Closed with this Identification Number via the Settlement Website, [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com).

Instructions and the Class Action Claim form may be downloaded, and Claims may be submitted electronically via the Settlement Website, [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com), or by mail to: CPS TCPA Settlement, c/o JND Legal Administration, P.O. Box 91237, Seattle, WA 98111. [Please click here to file a claim online.](#)

**Estimated Relief:** The amount of debt relief you recover will depend on the total number of valid and timely claims filed by all Settlement Class Members who request debt relief. Class Counsel estimate that each debt relief claimant may receive \$500 in debt relief. This is only an estimate. The amount could

change, but in no case will any debt relief award exceed \$599.

The amount of cash award will depend on the total number of valid and timely claims filed by all Settlement Class Members who request cash awards. Class Counsel estimate that each claimant may receive approximately \$30. This is only an estimate. The amount could change.

**Deadline:** The deadline to file a Claim is **XXXXXXXX, 2020**. If you make a Claim, you give up the right to sue separately for damages.

**The Settlement:** The Cash Fund will also be used to pay incentive awards to the two Class Representatives who filed the litigation; pay attorneys' fees and costs to the lawyers who filed the lawsuit; and pay Settlement Notice and Administrative costs. Plaintiffs will request incentive awards of up to \$10,000 each, plaintiffs' attorneys will request up to \$2,000,000 in attorneys' fees, and actual costs of up to \$100,000. You may find additional details regarding the Settlement, copies of the Settlement Agreement, and other important documents, at [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com), or by calling 1-833-900-1645. To receive settlement relief, you must make a timely Claim by **XXXXXXXX, 2020**.

**Do I have a Lawyer?** Yes. The Court appointed Terrell Marshall Law Group, PLLC and Lemberg Law, LLC, as class counsel for the Settlement Class, to be paid from the Cash Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXXXXXXX, 2020**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may remain a Settlement Class Member and object to the Settlement by **XXXXXXXXXX, 2020**. The website explains how to exclude yourself or object.

**Final Approval Hearing:** The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held at [REDACTED] on [REDACTED], at the United States District Court for the Southern District of California, **XXX**, California **XXXX**, in Courtroom **XXXX**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award Class Counsel attorneys' fees, expenses, and incentive awards to the Class Representative as described above, and in what amount. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. **It is not necessary for you to appear at this hearing, but you may attend at your own expense.**

**Questions? Call 1-833-900-1645 or visit [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com)**

To unsubscribe, please click on the following link: [unsubscribe](#)

*Horton v. Cavalry Portfolio Services, LLC*, 13cv0307; *Krejci v. Cavalry Portfolio Services, LLC*, 16cv00211  
United States District Court for the Southern District of California

**If you received a call on a cell phone from Cavalry Portfolio Services, LLC between February 8, 2009 and January 26, 2016, you may be entitled to benefits under a class action settlement.**

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

- Cory Horton and Kevin Krejci (“Class Representatives”) each brought lawsuits alleging that debt collector Cavalry Portfolio Services, LLC (“Cavalry”) is liable under the Telephone Consumer Protection Act (the “TCPA”), 47 U.S.C. § 227, to persons who were called on cell phones by Cavalry without consent (“Calls”).
- A settlement (“Settlement”) has been reached, which affects certain individuals who received one or more Calls from Cavalry between February 8, 2009 and January 26, 2016 (“Settlement Class Period”).
- The Settlement, if approved, will provide a Debt Relief Fund of up to \$18,000,000, and a Cash Fund of \$6,150,000, from which eligible persons who file valid and timely claims will receive either debt relief or cash awards.
- You are in the “Settlement Class” if you were called on a cell phone associated with one of 1,035,232 Open and Closed Accounts to which Cavalry made Calls between February 8, 2009 and January 26, 2016, while using the Aspect Ensemble Pro system, or the Avaya Proactive Contact 5.0 system. In addition to paying settlement awards to Settlement Class Members, the Cash Fund will be used to pay attorneys’ fees and costs to attorneys representing the Class Representatives and the Settlement Class (“Class Counsel”), incentive awards to the Class Representatives, the reasonable costs of notice and administration of the Settlement, and a charitable contribution if there are uncashed settlement award checks.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**
- **Questions? Call 1-833-900-1645 or visit [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com)**



YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>Submit a Claim Form by:</b> _____	This is the only way to get debt relief or cash. You can submit a valid and timely claim form online at <a href="http://www.CPSTCPASettlement.com">www.CPSTCPASettlement.com</a> or by mail to CPS TCPA Settlement, c/o JND Legal Administration, P.O. Box 91237, Seattle, WA 98111. If you fail to submit a claim, you will not receive a settlement payment.
<b>Do Nothing</b>	Get no debt relief or cash. Give up any rights to sue Cavalry separately regarding the legal claims in this case.
<b>Exclude Yourself or "Opt Out" of the Settlement by:</b> _____	Get no debt relief or cash. If you exclude yourself, you will not waive any rights you may have against Cavalry with respect to the legal claims in this case.
<b>Object by:</b> _____	Write to the Court about why you believe the Settlement is unfair. Even if you file a valid and timely objection, you can still submit a claim form to receive a payment.
<b>Go to a Hearing on:</b> _____	Ask to speak in Court about the fairness of the Settlement if you file a valid and timely objection.

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 on valid and timely claims if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION..... PAGE 4**

1. Why is there a notice?
2. What is this class action lawsuit about?
3. Why is there a settlement?

**WHO IS IN THE SETTLEMENT ..... PAGE 4**

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

**THE SETTLEMENT BENEFITS - WHAT YOU GET ..... PAGE 5**

5. What does the Settlement provide?

**HOW CAN I GET SETTLEMENT RELIEF ..... PAGE 5**

6. How can I get settlement relief with an Open Account?
7. How can I get settlement relief with a Closed Account?
8. What am I giving up to get settlement relief or stay in the Class?

**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 7**

9. How do I exclude myself from the Settlement?

**THE LAWYERS REPRESENTING YOU ..... PAGE 8**

10. Do I have a lawyer in this case?
11. How will the lawyers and Class Representatives be paid?

**OBJECTING TO THE SETTLEMENT ..... PAGE 8**

12. How do I tell the Court that I do not think the Settlement is fair?

**THE COURT'S FAIRNESS HEARING..... PAGE 9**

13. When and where will the Court decide whether to approve the Settlement?
14. May I speak at the hearing?

**IF YOU DO NOTHING ..... PAGE 10**

15. What happens if I do nothing at all?

**GETTING MORE INFORMATION..... PAGE 10**

16. How do I get more information?

## BASIC INFORMATION

### 1. Why is there a notice?

A court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is important that you read this Notice carefully.

If you received a Notice in the mail, it is because records indicate you may have received one or more Calls from Cavalry between February 8, 2009 and January 26, 2016.

More specifically, the Settlement Class comprises individuals that Cavalry called on cell phone numbers while attempting to collect debt associated with 1,035,232 Open and Closed Accounts between February 8, 2009 and January 26, 2016, while using the Aspect Ensemble Pro system, or the Avaya Proactive Contact 5.0 system.

The Court in charge of the cases is the United District Court for the Southern District of California. The cases which are part of this settlement are *Horton v. Cavalry Portfolio Services, LLC*, No. 13cv0307 JAH WVG and *Krejci v. Cavalry Portfolio Services, LLC*, 16cv00211 JAH WVG. Cory Horton and Kevin Krejci are the “Plaintiffs” or “Class Representatives,” and the company sued, Cavalry, is the “Defendant.”

You received this notice because Plaintiffs and Defendant settled Plaintiffs’ claims.

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

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, also known as “class representatives,” assert claims on behalf of the entire class.

The Class Representatives filed and/or pursued this Action alleging that Cavalry is liable under the TCPA for calls it made to cell phones while attempting to collect using what Plaintiffs contend are automatic telephone dialing systems, the Aspect Ensemble Pro system, or the Avaya Proactive Contact 5.0 system, without consent (“Calls”).

Cavalry denies it that it violated the TCPA and specifically denies that it used an automatic telephone dialing system to call any class member without prior express consent.

### 3. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or Defendant. Both sides agreed to a settlement instead of going to trial. That way, they avoid the risk and cost of a trial. The Class Representatives and their attorneys think the Settlement is best for all Class Members, who can get compensation.

## WHO IS IN THE SETTLEMENT?

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

The Court has certified a class action for settlement purposes only. You are in the Settlement Class if you were called by Cavalry on a cell phone while it was attempting to collect using the Aspect Ensemble Pro

or the Avaya Proactive Contact 5.0 dialing systems between February 8, 2009 and January 26, 2016.

Excluded from the Class are individuals who are not or were not regular users or subscribers of cell phones associated with the 1,035,232 Open and Closed Accounts, are officers or directors of Cavalry or of any Cavalry affiliate, 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, and all persons who validly exclude themselves or opt out of the Settlement Class.

If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call 1-8336-900-1645 or visit [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com) for more information.

## THE SETTLEMENT BENEFITS - WHAT YOU GET

### 5. What does the Settlement provide?

Cavalry has agreed to establish a Debt Relief Fund of up to \$18,000,000, and to establish a Cash Fund of \$6,150,000.

If you have an Open Account with Cavalry, you can claim a *pro rata* share of debt relief of up to \$599 or claim a *pro rata* share from the Cash Fund. You can claim debt relief or cash but not both.

If you have a Closed Account with Cavalry, you can claim a *pro rata* share from the Cash Fund but not debt relief.

The Cash Fund will also be used to pay Class Counsel's attorneys' fees and costs, pay incentive awards to the Class Representatives, and pay costs and expenses of settlement administration.

Any remaining monies from uncashed checks may be redistributed in one further distribution to valid claimants. However, if a further distribution would be administratively infeasible (e.g., less than \$1 per qualifying claimant), the remaining monies will instead be donated to a not-for-profit public interest organization, The Jump\$tart Coalition for Personal Financial Literacy.

## HOW CAN I GET SETTLEMENT RELIEF

### 6. How can I get settlement relief with an Open Account?

If you received a postcard, the Identification Number on the front of the postcard tells you if your account was Open or Closed as of January 2, 2020.

If you have an Open Account, you can claim a *pro rata* share of debt relief of up to \$599 or claim a *pro rata* share from the Cash Fund. You can claim debt relief or cash but not both.

If you choose debt relief, the amount of debt relief will depend on the total number of valid and timely claims filed by all Settlement Class Members who request debt relief.

There are 674,760 Open Accounts as of January 2, 2020. If 5% of Settlement Class Members with Open Accounts submit valid claims for debt relief, each will receive a debt relief award of \$533. If 10% of Settlement Class Members with Open Accounts submit valid claims for debt relief, each will receive a debt relief award of \$266.

If you choose cash, the amount of your cash award will depend on the total number of valid and timely claims filed by all Settlement Class Members who request a cash award.

There are 1,035,232 Settlement Class Members, of which 674,760 have Open Accounts and 360,472 have Closed Accounts as of January 2, 2020. All 1,035,232 Settlement Class Members are eligible to submit valid claims for cash. If 5% of Settlement Class Members submit valid claims for cash, each will receive a cash award of \$63 after subtracting for administrative costs, incentive awards, fees, and litigation costs. If 10% of Settlement Class Members submit valid claims for cash, each will receive a cash award of \$31 after subtracting for administrative costs, incentive awards, fees, and litigation costs.

Claims may be submitted electronically via the Settlement Website, [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com), or by mail to:

CPS TCPA Settlement, c/o JND Legal Administration, P.O. Box 91237, Seattle, WA 98111

The Court will hold a hearing on [REDACTED], 2020, to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. Whether the appeals, if any, can be resolved is uncertain, and resolving them can take time, perhaps more than a year. Please be patient.

#### **7. How can I get settlement relief with a Closed Account?**

If you received a postcard, the Identification Number on the front of the postcard tells you if your account is Open or Closed.

If you have a Closed Account, you can claim a *pro rata* share from the Cash Fund. You are not eligible for debt relief.

The amount of your cash award will depend on the total number of valid and timely claims filed by all Settlement Class Members who request a cash award.

There are 1,035,232 Settlement Class Members, of which 674,760 have Open Accounts and 360,472 have Closed Accounts as of January 2, 2020. All 1,035,232 Settlement Class Members are eligible to submit valid claims for cash. If 5% of Settlement Class Members submit valid claims for cash, each will receive a cash award of \$63 after subtracting for administrative costs, incentive awards, fees, and litigation costs. If 10% of Settlement Class Members submit valid claims for cash, each will receive a cash award of \$31 after subtracting for administrative costs, incentive awards, fees, and litigation costs.

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#### **8. What am I giving up to get settlement relief or stay in the Class?**

If you are a Settlement Class Member, unless you exclude yourself, you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you can't sue, continue to sue, or be part of any other lawsuit against Cavalry regarding violations arising out of Calls Cavalry made to you using the Aspect Ensemble Pro or the Avaya Proactive Contact 5.0 dialing systems between February 8, 2009 and January 26, 2016, and all of the decisions and judgments by the Court will bind you.

For non-emergency calls or text messages to a cell phone number made using an automatic telephone

dialing system without the prior express consent of the called party, the TCPA provides for damages of \$500 per violation, or up to \$1,500 for willful violations, plus an injunction limiting future conduct. However Cavalry has denied that it is responsible for the Calls, and in any future lawsuit it will have a full range of potential defenses, including that it is not responsible for the calls, that it did not use an automatic telephone dialing system and/or that it had prior express consent to make the calls. This Settlement permits Settlement Class Members the opportunity to obtain a smaller amount of money, risk-free.

If you file a Claim Form for benefits or do nothing at all, you will be unable to file your own lawsuit regarding the claims described in this Notice, and you will release Cavalry from any liability for the Released Claims defined below and in the Settlement.

Remaining in the Settlement Class means that you, as well as anyone claiming through you such as heirs, administrators, successors, and assigns, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below).

**Claims Released:** Upon Final Approval, each member of the Settlement Class shall, by operation of the Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Persons in all capacities, including individual and trustee capacities, from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of Final Approval, that relate to or arise out of Cavalry's alleged use of the Aspect Ensemble Pro system or the Avaya Proactive Contact 5.0 system during the Settlement Class Period to make, place, dial or initiate calls, any and all claims for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the regulations promulgated thereunder or related thereto, and any and all claims for violation of any laws of any state that regulate, govern, prohibit or restrict the making, placing, dialing or initiating of calls using an automatic telephone dialing system, an artificial or prerecorded voice, or any automated process or technology.

The Settlement Agreement (available at the website) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 10 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Settlement Class Members who timely opt-out of the Settlement.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a payment from this Settlement, and you want to keep the right to sue or continue to sue Cavalry on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement.

### **9. How do I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Horton v. Cavalry Portfolio Services, LLC*, Case No. 13CV0307 JAH WVG (S.D. Cal.) and *Krejci v. Cavalry Portfolio Services, LLC*, 16cv00211 JAH WVG (S.D. Cal.). Be sure to include your

full name, address, and the cell phone number at which you were called by Cavalry. You must also include a statement that you wish to be excluded from the Settlement and sign the statement. **You must mail your exclusion request postmarked no later than [MONTH DAY, YEAR], to:**

CPS TCPA Settlement, c/o JND Legal Administration, P.O. Box 91237, Seattle, WA 98111

If you ask to be excluded, you will not get any Settlement Relief, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Cavalry in the future. Although no other person may exclude you from the Settlement Class, nothing prohibits you from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion.

## THE LAWYERS REPRESENTING YOU

### 10. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and other Class Members:

Terrell Marshall Law Group, PLLC and Lemberg Law, LLC.

These lawyers are called Class Counsel. You will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

Additionally, you may enter an appearance through your own attorney if you so desire, but you do not need to do so.

### 11. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court to approve payment of up to \$2,000,000 to compensate them for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, plus actual costs of up to \$100,000. Class Counsel will also request incentive awards of up to \$10,000 each to the Class Representatives, as compensation for their time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Cash Fund.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 12. How do I tell the Court that I do not think the Settlement is fair?

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement, or any part of the Settlement, for example if you do not think the Settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written statement with the Court saying that you object to the proposed Settlement in *Horton v. Cavalry Portfolio Services, LLC*, Case No. 13CV0307 JAH WVG (S.D. Cal.) and *Krejci v. Cavalry Portfolio Services, LLC*, 16cv00211 JAH WVG (S.C. Cal.). Be sure to include your full name, address, current phone number, cellular telephone number Cavalry called you on, the reasons you object to the Settlement, and whether you intend to appear at the fairness hearing on your own behalf or through counsel. All objections shall identify any lawyer that represents you as to your objection and provide that lawyer's address and telephone number, but you do not have to have a lawyer. Any documents that you wish for the Court to consider must also be attached to the objection, and your objection should also be



sent to Class Counsel and counsel for Cavalry. **Your objection to the Settlement must be filed no later than [DATE].**

The objection must be provided as follows to the following:

<p><u>For Filing:</u></p> <p><i>Horton v. Cavalry Portfolio Services, LLC</i> Case No. 13CV0307 JAH WVG U.S. District Court, Southern District of California</p>	<p><u>By Mail:</u></p> <p>Beth E. Terrell Adrienne D. McEntee Terrell Marshall Law Group, PLLC 936 N. 34th St., Suite 300 Seattle, Washington 98103</p> <p>Sergei Lemberg Stephen Taylor Lemberg Law, LLC 43 Danbury Road Wilton, Connecticut 06897</p> <p><i>Attorneys for Plaintiff and the Settlement Class</i></p> <p>Tomio B. Narita SIMMONDS &amp; NARITA LLP 44 Montgomery Street, Suite 3010 San Francisco, California 94104-4816</p> <p><i>Attorneys for Defendant</i></p>
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## THE FAIRNESS HEARING

### 13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held at [REDACTED] on [REDACTED], at the United States District Court for the Southern District of California, [REDACTED], California [REDACTED], in Courtroom [REDACTED]. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award Class Counsel attorneys' fees, expenses, and an incentive award to the Class Representative as described above, and in what amount. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. You do not have to come to this hearing, but you may attend at your own expense. However, any Settlement Class Member who fails to object to the Settlement in the manner described in section 12 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 Agreement by appeal or other means.

### 14. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a notice with the Court saying that you intend to appear at the Fairness Hearing in *Horton v. Cavalry Portfolio Services, LLC*, Case No. 13CV0307 JAH WVG (S.D. Cal.) and *Krejci v. Cavalry Portfolio Services*,



LLC, 16cv00211 JAH WVG (S.C. Cal.). Be sure to include your full name, address, and telephone number, as well as copies of any papers, exhibits or other evidence that you intend to present to the Court. Your notice of intention to appear must be filed no later than [date]. Copies of your notice of intent to appear must also be sent to the attorneys for the Plaintiffs and Settlement Class and to the attorneys for Defendant at the addresses provided above. You may not be permitted to speak at the hearing if you exclude yourself from the Settlement or do not file a timely notice of intent to appear.

## **IF YOU DO NOTHING**

### **15. What happens if I do nothing at all?**

If you do nothing, and are a Settlement Class Member, you will not receive a payment after the Court approves the Settlement and any appeals are resolved. In order to receive a payment, you must submit a claim form. 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 Cavalry regarding the legal issues in this case.

## **GETTING MORE INFORMATION**

### **16. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Settlement Administrator toll-free at 1-833-900-1645, writing to: Cavalry TCPA Settlement, c/o JND Legal Administration, P.O. Box 91237, Seattle, WA 98111; or visiting the website at [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com), where you will also find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

Call 1-833-900-1645 or visit [www.CPSTCPASettlement.com](http://www.CPSTCPASettlement.com) for more information.