

— EXHIBIT 1 —

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among Plaintiffs Cory Horton and Kevin Krejci (“Plaintiffs”), on behalf of themselves and all Settlement Class Members as defined herein on the one hand, and Cavalry Portfolio Services, LLC (“Cavalry”), on the other (collectively “Parties” or “Settling Parties”).

1. RECITALS

1.1. On February 7, 2013, Cory Horton filed a Complaint in the United States District Court for the Southern District of California (the “Court”) entitled *Cory Horton, individually and on behalf of himself and all others similarly situated vs. Cavalry Portfolio Services, LLC*, Case No. 13CV0307 JAH WVG (the “*Horton* Action”). The Complaint in the *Horton* Action alleged that Cavalry violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”) by using an automatic telephone dialing system or an artificial or prerecorded voice to call cell phones without the prior express consent of Horton and the putative class members.

1.2. On January 27, 2016, Kevin Krejci filed a Complaint in the Court entitled *Kevin Krejci, individually and on behalf of himself and all others similarly situated vs. Cavalry Portfolio Services, LLC*, Case No. 16-cv-00211 JAH WVG (the “*Krejci* Action”). The Complaint in the *Krejci* Action alleged that Cavalry violated the TCPA by using an automatic telephone dialing system to call cell phone numbers without the prior express consent of Krejci and the putative class members.

1.3. The *Horton* Action and *Krejci* Action (collectively, the “Actions” or the “Litigation”) are both assigned to the Honorable John A. Houston for coordinated or consolidated pretrial proceedings.

1.4. Cavalry denies all material allegations in the Complaints. Cavalry disputes that it called Plaintiffs or putative class members without their consent, that it utilized an “automatic telephone dialing system” to call Plaintiffs or putative class members, that it violated the TCPA, and that Plaintiffs and putative class members are entitled to any relief from Cavalry. Cavalry further contends that the Litigation is not amenable to class certification under Rule 23 of the Federal Rules of Civil Procedure. Nevertheless, given the risks, uncertainties, burden and expense of continued litigation, the parties have agreed to settle the Litigation on the terms set forth in this Agreement, subject to Court approval.

1.5. This Agreement resulted from good faith, arms-length settlement negotiations over many months, including two in-person mediation sessions before the Hon. Leo S. Papas, Ret., and an in person mediation session before the Hon. Herbert B. Hoffman, Ret. Prior to mediation, the parties engaged in extensive written discovery and depositions regarding Cavalry’s conduct and learned that Cavalry used the Aspect Ensemble Pro system, or the Avaya Proactive Contact 5.0 system to dial cell phone numbers of putative class members. During mediation, Cavalry provided Plaintiffs with additional information, including the number of Open and Closed accounts associated with cell phones numbers Cavalry dialed during the putative class period. The parties also participated in direct discussions about possible resolution of the Actions. Certain information related to the procedures used to identify the Open and Closed accounts, the cell phone numbers Cavalry dialed, and the identity of Settlement Class Members, was subject to confirmatory discovery by Plaintiffs as a condition of this Settlement.

2. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

2.1. “Actions” or “Litigation” means the *Horton* Action and the *Krejci* Action.

2.2. “Approved Cash Claim” means a Claim submitted by a Settlement Class Member for a Cash Award that is timely and submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement.

2.3. “Approved Debt Relief Claim” means a Claim submitted by a Settlement Class Member for a Debt Relief Award that is timely and submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement.

2.4. “Attorneys’ Fees and Expenses” means such funds as may be awarded to Class Counsel by the Court to compensate them for their fees and all expenses incurred by Plaintiffs or Class Counsel in connection with the Litigation.

2.5. “CAFA Notice” means the notice Cavalry must provide pursuant to 28 U.S.C. Section 1715(b).

2.6. “Cash Award” means payment from the Cash Fund paid to a Settlement Class Member with an Open or Closed account who submits an Approved Claim.

2.7. “Cash Fund” means the \$6,150,000 described in Section 4.2 that Cavalry has agreed to pay pursuant to the terms of this Settlement Agreement.

2.8. “Cavalry” means Cavalry Portfolio Services, LLC.

2.9. “Claim” means a written request for Settlement Relief submitted by a Settlement Class Member to the Settlement Administrator, pursuant to the Claim Form in a form substantially similar to one of the documents attached as Exhibit D to this Settlement Agreement or in the form as ultimately approved by the Court.

2.10. “Claim Form” means a set of documents in forms substantially similar to Exhibit D to this Settlement Agreement or in the form as ultimately approved by the Court.

2.11. “Claimant” means any Settlement Class Member who submits an Approved Claim pursuant to this Settlement Agreement.

2.12. “Class Counsel” means Terrell Marshall Law Group PLLC and Lemberg Law, LLC.

2.13. “Class Notice” means the program of notice described in Section 6 of this Settlement Agreement to be provided to potential Settlement Class Members, including the Mail Notice, Email Notice, and Website Notice on the Settlement Website, which will notify potential Settlement Class Members about, among other things, their rights to opt out or object to the Settlement, the preliminary approval of the Settlement, the manner by which to submit a Claim, and the scheduling of the Final Approval Hearing.

2.14. “Class Period” means February 8, 2009 through January 26, 2016.

2.15. “Class Representatives” means Plaintiffs Cory Horton and Kevin Krejci.

2.16. “Closed Account” means an account where Cavalry was no longer accepting payment as of January 2, 2020.

2.17. “Court” shall mean the United States District Court for the Southern District of California and the U.S. District Judge to which the *Horton* Action and *Krejci* Action are assigned.

2.18. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday,

in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

2.19. “Deadlines.” As used herein, the Parties agree to the following deadlines, subject to Court approval:

2.19.1. “Notice Deadline” means the last day for the Settlement Administrator to send Mail Notice and Email Notice to potential Settlement Class Members. Mail Notice shall be sent not less than forty-five (45) Days after the Court’s Preliminary Approval Order.

2.19.2. “Fee and Incentive Motion Deadline” means the last day for Plaintiffs to file a motion for an award of Attorneys’ Fees and Expenses, and an Incentive Award to the Named Plaintiffs, from the Cash Fund. The Fee and Incentive Motion shall be filed thirty (30) Days after the Notice Deadline.

2.19.3. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement in accordance with Section 12 of this Settlement Agreement to be able to object to the Settlement. The Objection Deadline shall be sixty (60) days after the Notice Deadline.

2.19.4. “Opt Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be filed in writing with the Settlement Administrator in accordance with Section 11 of this Settlement Agreement in order for a potential Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be sixty (60) Days after the Notice Deadline.

2.19.5. “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class Member must be postmarked or submitted

electronically, which will be sixty (60) Days after the Notice Deadline. All Claims postmarked or submitted electronically at the Settlement Website on or before the Claim Deadline shall be timely, and all Claims postmarked or submitted electronically at the Settlement Website after the Claim Deadline shall be untimely and barred from entitlement to any Settlement Relief.

2.19.6. “Final Approval Motion Deadline” means the date by which Class Counsel shall file the motion seeking final approval of the Settlement. The Final Approval Motion Deadline shall be ninety (90) Days after the Notice Deadline.

2.20. “Debt Relief Award” means debt relief from the Settlement Debt Relief Fund provided to a Settlement Class Member with an Open account who submits an Approved Claim.

2.21. “Debt Relief Fund” means the debt relief of up to \$18,000,000 in described in Section 4.1 that Cavalry has agreed to provide pursuant to the terms of this Settlement Agreement.

2.22. “Defense Counsel” means the law firm of Simmonds & Narita LLP.

2.23. “Final” with respect to the Final Approval Order, the Judgment, and any award of Attorneys’ Fees and Expenses means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement (or award of Attorneys’ Fees and Expenses) is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Approval Order and/or Judgment is set aside, modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and/or Judgment shall not become Final.

2.24. “Final Approval” means the entry of the Judgment after the Final Approval Hearing.

2.25. “Final Approval Order” means the Order Granting Final Approval of Class Action Settlement and Dismissing Class Plaintiffs’ Claims, to be entered by the Court pursuant to the Settlement and in a form substantially similar to Exhibit F.

2.26. “Final Approval Hearing” means the hearing held by the Court to determine whether the terms of this Settlement Agreement are fair, reasonable, and adequate for the Settlement Class as a whole, and whether the Final Approval Order and the Judgment should be entered. The Parties shall seek to have the Final Approval Hearing on a date not earlier than one-hundred-eighteen (118) Days after the Notice Deadline.

2.27. “Final Settlement Date” means the earliest date on which both the Final Approval Order and the Judgment are Final (as defined in Section 2.23). If no appeal has been taken from the Final Approval Order or the Judgment, the Final Settlement Date means the day after the last date on which either the Final Approval Order or the Judgment could be appealed. If any appeal has been taken from the Final Approval Order or from the Judgment, the Final Settlement Date means the date on which all appeals of either the Final Approval Order or the Judgment, including petitions for rehearing, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order and the Judgment.

2.28. “Incentive Award” means Court-approved compensation for Plaintiffs for their time and effort undertaken in the Litigation.

2.29. “Judgment” means the judgment to be entered by the Court pursuant to Final Approval Order in a form substantially similar to Exhibit F-1.

2.30. “Notice” means as follows:

2.30.1. “Mail Notice” means the notice that is mailed by the Settlement Administrator to potential Settlement Class Members, in a form substantially similar to Exhibit A to this Settlement Agreement and/or as ultimately approved by the Court.

2.30.2. “Email Notice” means the notice that is emailed by the Settlement Administrator to potential Settlement Class Members, in a form substantially similar to Exhibit B to this Settlement Agreement and/or as ultimately approved by the Court.

2.30.3. “Website Notice” means the long form notice that is available to Settlement Class Members on the Settlement Website, in a form substantially similar to Exhibit C to this Settlement Agreement and/or as ultimately approved by the Court.

2.31. “Notice and Administrative Costs” means all reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Relief.

2.32. “Open Account” means an account where there was a balance owing and Cavalry was accepting payment as of January 2, 2020.

2.33. “Plaintiffs” mean Cory Horton and Kevin Krejci.

2.34. “Preliminary Approval Application” means Plaintiffs’ motion for the Court to approve the Settlement preliminarily and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto.

2.35. “Preliminary Approval Order” means the order (once entered by the Court) in a form substantially similar to Exhibit E and providing for, among other things, preliminary

approval of the Settlement as fair, reasonable, and adequate; preliminary certification of the Settlement Class for settlement purposes only; dissemination of the Class Notice to potential Settlement Class Members; and a finding that the proposed Class Notice is reasonably calculated to apprise potential Settlement Class Members of the material terms of the proposed Settlement, and potential Settlement Class Members' options and rights with respect thereto.

2.36. "Release" or "Releases" means the releases of all Released Claims by the Releasing Persons against the Released Persons, as provided for in Section 10 of this Settlement Agreement.

2.37. "Released Claims" means the claims released as provided for in Section 10 of this Settlement Agreement.

2.38. "Released Persons" means: Cavalry and each of its respective divisions, parents, subsidiaries, predecessors, investors, and parent companies, any direct or indirect subsidiary of Cavalry and its insurers and each of their respective divisions, parents, subsidiaries, predecessors, investors, parent companies, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities.

2.39. "Releasing Persons" means Plaintiffs, all Settlement Class Members, and anyone claiming through them such as heirs, administrators, successors, and assigns.

2.40. "Request for Exclusion" means a written request from a potential Settlement Class Member that seeks to exclude the potential Settlement Class Member from the Settlement Class and that complies with all requirements in Section 11 of this Settlement Agreement.

2.41. "Settlement" means the settlement set forth in this Settlement Agreement.

2.42. "Settlement Administrator" or "Claims Administrator" or "Class Administrator" means JND Legal Administration.

2.43. "Settlement Agreement" means this Settlement Agreement and Release, including all exhibits thereto.

2.44. "Settlement Class" or "Class" means the class of persons that will be certified by the Court for settlement purposes only, as more fully described in Section 3.1 herein.

2.45. "Settlement Class Member" means any person who falls within the definition of the Settlement Class and who has not submitted a valid Request for Exclusion.

2.46. "Settlement Relief" means payment from the Cash Fund or debt relief from the Debt Relief Fund to be provided to Settlement Class Members who submit Approved Claims.

2.47. "Settlement Website" means the Internet site created by the Settlement Administrator pursuant to Section 6.3 of this Settlement Agreement, which shall have the Uniform Resource Locator of www.CPSTCPASettlement.com.

2.48. "Settling Parties" means, collectively, Cavalry, Plaintiff Cory Horton, Plaintiff Kevin Krejci, and all Releasing Persons.

3. CLASS DEFINITION AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT

3.1. The following "Settlement Class" shall be certified:

All persons who were called on cell phones 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 Closed 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 persons 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.

3.2. This Settlement Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below. In the event that the Settlement is not finally approved,

Cavalry shall be refunded any money that has not yet been expended, and the Litigation will resume as if there had been no conditional certification of the class and no settlement.

3.3. Condition No. 1: Confirmatory Discovery. The Settlement is conditioned upon Cavalry providing satisfactory discovery that confirms the number of Open and Closed Accounts connected with Settlement Class Members, and the cell phone numbers Cavalry called with the Aspect Ensemble Pro system, or the Avaya Proactive Contact 5.0 system (or both), during the Settlement Class Period, that are associated with these accounts.

3.4. Condition No. 2: District Court Approval. The Settlement must be approved by the Court in accordance with the following steps:

3.4.1. Application for Preliminary Approval of Proposed Settlement, Class Certification, and Class Notice. After good-faith consultation with Defense Counsel, and following the confirmatory discovery discussed above, Class Counsel will present a Preliminary Approval Application to the Court. The Preliminary Approval Application shall include Class Notice, in forms substantially similar to Exhibits A, B, and C. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order.

3.4.2. Settlement Class Conditional Certification. In connection with the proceedings on Preliminary and Final Approval of the proposed Settlement. Solely for the purposes of settlement, providing Class Notice and implementing this Settlement Agreement, Plaintiffs shall seek (and Cavalry will not oppose) orders (preliminary and final, respectively) certifying the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure for settlement purposes only. If the Settlement is not finalized or finally approved by the Court for any reason whatsoever, the certification of the Settlement Class is voidable by any Party, the

Litigation will return to its status as it existed prior to this Settlement Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated class certification proceedings or otherwise asserted in any other aspect of the Litigation or in any other proceeding.

3.4.3. CAFA Notice. Cavalry shall be responsible for timely compliance with the notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715(b). The mailings required by CAFA will be performed by the Class Administrator. No later than 10 days before the Final Approval Hearing, the Class Administrator shall file with the Court one or more declarations stating that the Class Administrator has complied with the mailings required by the CAFA notice obligations.

3.4.4. Entry of Preliminary Approval Order. The Parties will request that the Court enter a Preliminary Approval Order in a form substantially similar to Exhibit E, which shall, among other things:

- (a) Certify for purposes of settlement a nationwide Settlement Class, approving Plaintiffs as class representative and appointing Class Counsel, pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- (b) Preliminarily approve the Settlement as fair, reasonable and adequate;
- (c) Order the issuance of Class Notice to the Settlement Class, and determine that such Class Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;
- (d) Schedule a date and time for a Final Approval Hearing to determine whether the Preliminary Approval Order should be finally approved by the Court;

(e) Require Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion by the Opt-Out Deadline, as directed in this Settlement Agreement and Class Notice, and advise that a failure to do so shall bind those Settlement Class Members who remain in the Settlement Class;

(f) Require Settlement Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in this Settlement Agreement and Class Notice, and advise that a failure to do so shall prevent those Settlement Class Members from doing so;

(g) Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement this Settlement Agreement; and

(h) Issue related orders to effectuate the preliminary approval of this Settlement Agreement.

3.4.5. Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with Section 6 below.

3.4.6. Final Approval Hearing. In connection with the Preliminary Approval Application, the Parties shall request that the Court schedule and conduct a hearing after dissemination of Class Notice, at which time it will consider whether the Settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure. Specifically, Plaintiffs, after good faith consultation with Defense Counsel, shall request that, on or after the Final Approval Hearing, the Court: (i) enter the Final Approval Order and the Judgment; (ii) determine the Attorneys' Fees and Expenses that should be awarded to Class Counsel as contemplated in this Settlement Agreement; and (iii) determine the Incentive Award,

if any, that should be awarded as contemplated by this Settlement Agreement. The Settling Parties agree to support entry of the Final Approval Order and the Judgment. The Settling Parties will reasonably cooperate with one another in seeking entry of the Final Approval Order and of the Judgment.

3.5. Condition No. 3: Finality of Judgment. The Court shall enter the Final Approval Order and the Judgment in forms substantially similar to Exhibits F and F-1, respectively. The Final Approval Order and the Judgment must become Final in accordance with Section 2.23 above, and shall, among other things:

(a) Find that (1) the Court has personal jurisdiction over all Settlement Class Members; (2) the Court has subject matter jurisdiction over the claims asserted in the Litigation; and (3) venue is proper;

(b) Finally approve this Settlement Agreement, pursuant to Rule 23 of the Federal Rules of Civil Procedure, as fair, reasonable, and adequate;

(c) Finally certify the Settlement Class for settlement purposes only;

(d) Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

(e) Enter the Final Approval Order and the Judgment with respect to the claims of all Settlement Class Members and dismiss the claims of all Settlement Class Members with prejudice;

(f) Make the Releases in Section 10 of this Settlement Agreement effective as of the date of Final Approval;

(g) Permanently bar Plaintiffs and all Settlement Class Members who have not opted out of the Settlement from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims;

(h) Find that, by operation of the entry of the Judgment, Plaintiffs and all Settlement Class Members who have not opted out of the Settlement shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims;

(i) Authorize the Settling Parties to implement the terms of this Settlement Agreement, including entry of an injunction as described herein;

(j) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Approval Order, and the Judgment, and for any other necessary purpose; and

(k) Issue related orders to effectuate the Final Approval of this Settlement Agreement and its implementation.

4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF

In consideration for the Releases set forth in Section 10:

4.1. Cavalry will establish a Debt Relief Fund of up to \$18,000,000, from which Cavalry will provide Debt Relief Awards to Settlement Class Members with Open accounts in accordance with Paragraph 4.3. Each Claimant with an Open account, upon supplying their name, current address, contact phone number and the cell phone number to which he/she received a call, shall be entitled to receive a Debt Relief Award. The amount of the Debt Relief Award shall be equal to the Debt Relief Fund divided by the total number of Approved Debt Relief Claims, up to \$599 per approved Claimant. No Debt Relief Award shall be greater than

\$599, and no Debt Relief Award shall be greater than the Settlement Class Member's outstanding balance due on all Open Cavalry accounts.

4.2. Cavalry will fund a non-reversionary common Cash Fund of \$6,150,000, from which Cash Awards, Attorneys' Fees and Costs, Notice and Administrative Costs, and Incentive Awards will be deducted.

4.2.1. Cavalry will fund the Cash Fund as follows: (a) within thirty days following preliminary approval and receipt of specific payment instructions and a W-9 from the Class Administrator, Cavalry will deposit to an interest-bearing escrow account all funds requested by the Settlement Administrator in accordance with a written budget plan and schedule approved by Cavalry as needed to effectuate the notice plan and (b) upon final approval, Cavalry will transfer the remainder of the Cash Fund to the same interest-bearing escrow account. The Settlement Administrator will hold those amounts until such time as the Settlement Administrator is authorized to use or pay those funds.

4.2.2. The Court shall retain continuing jurisdiction over the Cash Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator shall at all times seek to have the Cash Fund treated as a "qualified settlement fund" as that term is defined in 26 C.F.R. § 1.468B-1. The Settlement Administrator shall cause any taxes imposed on the earnings of the Cash Fund, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Cash Fund under applicable tax laws. The Settlement Administrator shall be the "administrator" of the Cash Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3).

4.2.3. Subject to the limitation described in section 4.3, each Claimant with a Closed or Open Account, upon supplying their name, current address, contact phone number and

the cell phone number to which he/she received a call shall be entitled to receive a Cash Award. The amount of each Cash Award shall be equal to the Cash Fund, divided by the total number of Approved Cash Claims, after deducting for Attorney's Fees and Costs, Notice and Administration costs and Incentive Awards.

4.2.4. All Cash Awards issued to Claimants via check will state on the face of the check that the check will expire and become null and void unless cashed within one hundred and eighty (180) Days after the date of issuance.

4.2.5. No amount of the Cash Fund shall revert to Cavalry. If, after payments to Claimants have been made and the deadline for cashing Claimants' checks has passed, funds remain in the Cash Fund sufficient to make it feasible to make a second payment to Claimants (*e.g.*, payment of \$1.00 or more, after administrative expenses for issuing and mailing that check), a second distribution shall be made. Any unclaimed funds after the second distribution will be disbursed to The Jump\$tart Coalition for Personal Financial Literacy, if approved by the Court.

4.2.6. If for any reason the Final Approval Order and/or the Judgment does not become Final within the meaning of Section 2.23, all money including interest in the Cash Fund shall be returned to Cavalry within five (5) Days after the occurrence of the condition or event that prevents the Final Approval Order and/or the Judgment from becoming Final.

4.3. Each Settlement Class Member with an Open account may submit one claim, for his or her pro rata share of either a Cash Award, or for a Debt Relief Award, but not for both. Each Settlement Class Member with a Closed Account may submit one claim for his or her pro rata share of a Cash Award. No Settlement Class Member with a Closed Account is eligible for a Debt Relief Award.

5. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

5.1. Plaintiffs propose JND Legal Administration, to be responsible for all matters relating to the administration of this Settlement, as set forth herein. Those responsibilities include, but are not limited to, giving notice to the class, mailing the CAFA notices, obtaining updated addresses for Settlement Class Members, obtaining email addresses for Settlement Class Members, sending a reminder notice to Settlement Class Members for whom email addresses are available, setting up and maintaining the Settlement Website and toll-free telephone number with interactive voice response (“IVR”) technology, fielding inquiries about the Settlement, processing claims, acting as a liaison between Settlement Class Members and the Parties regarding claims information, approving claims, rejecting any Claim Form where there is evidence of fraud (as determined by the Claims Administrator under policies and procedures developed by the Claims Administrator and approved by the Parties), directing the mailing of Cash Awards to Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Claims Administrator will provide weekly updates on the claims status to counsel for all Parties.

5.2. All Notice and Administrative Costs will be paid from the Cash Fund.

5.3. The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for Mail Notice, Email Notice, Website Notice, the Settlement Website, administration of Settlement Relief, and providing all other related support, reporting, and administration as further stated in this Settlement Agreement.

5.4. Both parties will coordinate with the Settlement Administrator to provide Mail Notice and Email Notice to the Settlement Class, as provided in this Settlement Agreement.

5.5. W9 Forms. The Settlement Administrator shall complete and provide to Cavalry any W9 forms necessary for Cavalry to implement this Settlement.

6. NOTICE TO THE CLASS

6.1. Mail Notice: Subject to the requirements of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to Settlement Class Members by first class mail to Settlement Class Members' last known addresses.

6.1.1. The Mail Notices shall all be mailed within forty-five (45) Days after the Court's Preliminary Approval Order.

6.1.2. The Mail Notice of Class Action, Proposed Settlement, Final Approval Hearing, Right to Appear, Instructions and Class Action Claim Form shall detail how those Settlement Class members so desiring may opt out or object to the settlement, and how members of the Settlement Class may make a claim for Settlement Relief as described in Section 7.1 below. The Mail Notice shall also include the Settlement Class Member's unique Identification Number and include a link to the Settlement Website, where the Settlement Class Member may confirm whether he or she has an Open or Closed Account. Identification Numbers ending in the letter "A" denote Settlement Class Members with Open Accounts. Identification Numbers ending in the letter "C" denote Settlement Class Members with Closed Accounts.

6.1.3. The Mail Notice shall include Instructions and a detachable postage-paid Claim Form in a form substantially similar to Exhibit A to this Settlement Agreement or as ultimately approved by the Court (provided that the font size, folding, and other printing elements or presentation may be adjusted to accommodate a booklet format and for efficient envelope and postage considerations). The Settlement Administrator shall check the mailing list against the National Change of Address database ("NCOA") before mailing. The Settlement

Administrator may also run skip traces or reverse-lookups to obtain better addresses for Settlement Class Members before mailing.

6.1.4. For any Mail Notices returned as undeliverable, the Settlement Administrator may run skip traces or reverse-lookups to obtain better addresses for such returned Notices, and should such efforts indicate a possible alternate address, the Settlement Administrator may send the returned Mail Notice to the alternative address; provided, however, that if a determination is made in good faith by the Settlement Administrator that it is not possible to further update any particular Settlement Class Member's address(es) in sufficient time to repost the Class Notice(s) at least twenty (20) Days before the Claim Deadline, then the Settlement Administrator need make no further efforts to provide further Mail Notice to such person(s).

6.2. Email Notice: The Settlement Administrator will conduct a sophisticated email append process to identify email addresses for Settlement Class Members, by cross referencing the name, address, and telephone information provided by Cavalry regarding Settlement Class Members.

6.2.1. The Settlement Administrator will send Email Notice of the Settlement to the email addresses provided by Cavalry no later than the posting of the Mail Notice, in a form substantially similar to Exhibit B to this Settlement Agreement or as ultimately approved by the Court. The text of the Email Notice will also contain a link to the Settlement Website described in Section 6.3, at which copies of the Settlement and Exhibits, the Mail Notice, Instructions and the Class Action Claim Form may be downloaded, and where Claims may be submitted. The Email Notice shall include a link to the Settlement Website, where the Settlement Class Member may confirm whether he or she has an Open or Closed Account.

6.3. Settlement Website: No later than the deadline to send Mail Notice, the Settlement Administrator shall establish a Settlement Website, which shall contain Website Notice, in a form substantially similar to Exhibit C, copies of this Settlement Agreement and Exhibits, and Mail Notice. The Settlement Website shall also contain Instructions and a Class Action Claim Form, which may be downloaded or printed from the Internet site. The Settlement Website shall have a Uniform Resource Locator which identifies the Settlement Website as www.CPSTCPASettlement.com. The Settlement Website will include a link for Settlement Class Members to determine whether they have Open or Closed Accounts.

6.3.1. 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. Settlement Class Members shall also have the option of completing their Claim Form online.

6.3.2. All costs associated with the Settlement Website will be paid from the Cash Fund.

6.4 Toll-Free Settlement Hotline. The Settlement Administrator will establish and maintain an automated toll-free telephone line with IVR technology for persons in the Settlement Class to call for information regarding the Settlement. The parties will mutually approve of scripts used by the Settlement Administrator in connection with the IVR process.

7. CLAIM FILING, REVIEW, AND APPROVAL PROCESS

7.1. Claim Filing Process. Settlement Class Members shall be permitted to make a Claim for Settlement Relief in one of two ways:

- (a) By mailing (either through posting with the United States Postal Service or through a private mail carrier, such as UPS or Federal Express, provided that proof of the mail date is reflected on the label of the mailing) a written Claim Form providing the required information, to the Settlement Administrator, on a date no later than the Claim Deadline. A written Claim Form will also be available on the Settlement Website for Settlement Class Members to download

or print out and mail to the Settlement Administrator pursuant to this Section; or

- (b) By completing an online Claim Form available on the Settlement Website.

7.2. Any Settlement Class Member who does not submit a completed Claim Form on or before the Claim Deadline shall be deemed to have waived any claim to Settlement Relief and any such Claim Settlement Form will be rejected.

7.3. Claim Review Process. As soon as practicable, the Settlement Administrator shall confirm that each Claim Form submitted is in the form required, that each Claim Form was submitted in a timely fashion, and that the person submitting the Claim is a member of the Settlement Class.

7.4. Notification. Within ten (10) Days after the Claims Deadline, the Settlement Administrator shall provide Class Counsel and Cavalry with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

7.5. The Settlement Administrator shall have sixty (60) Days after the Final Settlement Date within which to process the Claims and remit the appropriate Settlement Relief amounts by check to Claimants from the Cash Fund.

8. COVENANTS

The Settling Parties covenant and agree as follows:

8.1. Covenant Not to Sue. Plaintiffs and Settlement Class Members covenant and agree not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims against any of the Released Persons. The foregoing covenant and this Settlement Agreement shall be a complete

defense to any of the Released Claims against any of the Released Persons. However, this Settlement Agreement is not intended to and does not prohibit a Settlement Class Member from responding to inquiries from federal, state or local agencies and/or law enforcement, even if the inquiries relate to the Released Claims. Similarly, this Settlement Agreement is not intended to and does not prohibit a Settlement Class Member from bringing his or her concerns to federal, state or local agencies and/or law enforcement, even if those inquiries relate to the Released Claims.

8.2. Cooperation. The Settling Parties agree to cooperate reasonably and in good faith with the goal of obtaining entry of the Final Approval Order and the Judgment as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Settlement Agreement, including, but not limited to, the expeditious agreement to the terms of all class notice documents and settlement administration protocols, and the preparation and execution of all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court.

9. REPRESENTATIONS AND WARRANTIES

9.1. Plaintiffs' Representations and Warranties.

9.1.1. Plaintiffs represent and warrant that they are the sole and exclusive owner of all of their own Released Claims and have not assigned or otherwise transferred any interest in any of their Released Claims against any of the Released Persons, and further covenants that they will not assign or otherwise transfer any interest in any of their Released Claims.

9.1.2. Plaintiffs represent and warrant that they have no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

9.2. The Settling Parties' Representations and Warranties. The Settling Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily

entering into this Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing this Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to this Settlement Agreement. Each of the Settling Parties assumes the risk of mistake as to facts or law.

10. Releases.

10.1. Released Claims of Settlement Class. 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.

10.2. Without in any way limiting their scope, the Released Claims cover by example and without limitation, any and all claims for attorneys' fees or costs incurred by Class Counsel, Plaintiffs, or any Settlement Class Members in connection with or related in any manner to this Settlement, the administration of this Settlement, and/or the Released Claims, except to the extent otherwise specified in this Settlement Agreement.

10.3. In connection with the Releases in Section 10.1, and without expanding their scope in any way, Plaintiffs and each Settlement Class Member shall be deemed, as of the date of Final Approval, to have waived any and all provisions, rights, benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, which if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10.4. This Settlement Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements in Section 11 of this Settlement Agreement.

10.5. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement this Settlement Agreement, including, but not limited to, enforcement of the Releases contained in this Settlement Agreement. The Court shall

retain jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Settlement Agreement.

10.6. Upon entry of the Final Approval Order and the Judgment: (i) this Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Persons shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s) except as set forth in this Settlement Agreement; and (iii) Settlement Class Members who have not opted out shall be permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

10.7. Nothing in this Settlement Agreement shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to include the release of any rights or duties of the Settling Parties arising out of this Settlement Agreement, including the express warranties and covenants contained herein.

11. OPT-OUT RIGHTS.

11.1. A potential Settlement Class Member who wishes to opt out of the Settlement Class must complete and send to the Settlement Administrator a Request for Exclusion that is postmarked no later than the Opt Out Deadline. The Request for Exclusion must: (a) identify the name and address of the potential Settlement Class Member requesting exclusion; (b) provide the cell phone number at which that potential Settlement Class Member was called by Cavalry during the Settlement Class Period; (c) be personally signed by the potential Settlement Class Member requesting exclusion; and (d) contain a statement that reasonably indicates a desire to be excluded from the Settlement.

11.2. Any potential member of the Settlement Class who properly opts out of the Settlement Class by complying with all the requirements set forth in the preceding paragraph shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be entitled to relief under, or be affected by, this Settlement Agreement; (c) not gain any rights by virtue of this Settlement Agreement; and (d) not be entitled to object to any aspect of the Settlement.

11.3. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests for Exclusion within seven (7) Days after the Opt Out Deadline.

11.4. Except for those potential members of the Settlement Class who timely and properly file a Request for Exclusion in accordance with Section 11, all other potential members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under this Settlement Agreement, and upon Final Approval, will be bound by its terms, regardless of whether they receive any monetary relief or any other relief.

12. OBJECTIONS.

12.1. Overview. Any potential Settlement Class Member who does not opt out of the Settlement will be a Settlement Class Member and may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Settlement Agreement.

12.2. Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defense Counsel (at the addresses identified in Section 18), no later than the Objection Deadline.

12.2.1. The requirements to assert a valid written objection shall be set forth in the Class Notice and on the Settlement Website, and, to be valid, the written objection must include:

(a) the name, address, and telephone number of the Settlement Class Member objecting and, if different, the cellular telephone number at which the Settlement Class Member was called by Cavalry during the Settlement Class Period; (b) if represented by counsel, the name, address, and telephone number of the Settlement Class Member's counsel; (c) the basis for the objection; and (d) a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel.

12.2.2. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with all of the requirements of this Section 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 this Settlement Agreement by appeal or other means.

12.3. Appearance. Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with Section 12.2 and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice Of Intention To Appear"); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

12.3.1. The Notice of Intention to Appear must include the Settlement Class Member's full name, address, and telephone number, as well as copies of any papers, exhibits, or

other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

12.3.2. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in this Settlement Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing or raise any objections.

13. SETTLEMENT APPROVAL.

13.1. Plaintiffs shall apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval Hearing.

13.2. Not later than seven (7) Days before the Final Approval Motion Deadline, the Settlement Administrator will provide the Parties with a declaration that the Class Notice has been disseminated in accordance with the Preliminary Approval Order and identifying the number of Requests for Exclusion to the Settlement, along with the number of claims received to date.

14. CERTIFICATION OF NATIONWIDE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES.

14.1. Plaintiffs shall move for Final Approval of the Settlement and entry of the Final Approval Order and Judgment and shall request that the preliminary certification of the nationwide Settlement Class for settlement purposes be made final.

14.2. If the Settlement is not granted Final Approval, or this Settlement Agreement is otherwise terminated or rendered null and void, the certification of the above-described nationwide Settlement Class shall be vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied.

15. ATTORNEYS' FEES, EXPENSES, AND PLAINTIFFS' INCENTIVE AWARDS.

15.1. Class Counsel may apply to the Court for an award of Attorneys' Fees and Expenses from the Cash Fund.

15.1.1. The Settlement Administrator shall pay the amount of Attorneys' Fees and Expenses awarded by the Court from the Cash Fund to the account(s) of Class Counsel via wire instructions provided by Class Counsel to the Settlement Administrator within five (5) Days after the Final Settlement Date.

15.1.2. Class Counsel may also apply to the Court for Incentive Awards for Plaintiffs to be paid from the Cash Fund. If the Court approves Incentive Awards for Plaintiffs, the Settlement Administrator shall deliver to Class Counsel a separate check for the Incentive Award made payable from the Cash Fund to Plaintiffs within five (5) Days after the Final Settlement Date.

15.2. The procedure for and the grant or denial or allowance or disallowance by the Court of the Attorneys' Fees and Expenses and Incentive Awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Expenses and Incentive Awards, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Final Approval Order or Judgment approving this Settlement Agreement and the Settlement, except as provided for in Section 15.1.

16. TERMINATION AND EFFECT THEREOF.

16.1. This Settlement Agreement shall be terminable by any Party if any of the conditions of Section 3 are not fully satisfied unless the relevant conditions are waived in writing signed by authorized representatives of Plaintiffs and Cavalry.

16.2. This Settlement Agreement shall also terminate at the discretion of Plaintiffs or Cavalry if, in the good faith exercise of discretion: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement or the proposed Settlement that is material, including without limitation, the terms or relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the Settlement Class, and/or the terms of the Releases; (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the Final Approval Order or Judgment, or any of the Court's findings of fact or conclusions of law, that is material; or (3) if all of the conditions required to be met before the Final Settlement Date do not occur.

16.3. If more than 375 Settlement Class Members properly and timely opt out of the Settlement in accordance with Section 11 of this Agreement, then the Settlement may be deemed null and void upon notice by Cavalry without penalty or sanction.

16.4. If this Settlement Agreement is terminated as provided herein, the Settlement shall be null and void from its inception, and the Settling Parties will be restored to their respective positions in the Litigation as of the day prior to the date of the Preliminary Approval Order. In such event, the Parties shall move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Settlement Agreement, including any order certifying the Class for settlement purposes. Further, in such event, the terms and provisions of this Settlement Agreement will have no further force and effect with respect to the Settling Parties and will not be used in the Litigation, or in any other proceeding for any purpose, shall not be deemed or construed to be an admission or confession by the Parties of any fact, matter, or proposition of law, and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, nunc pro tunc.

17. MISCELLANEOUS PROVISIONS

17.1. The Settling Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

17.2. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement were negotiated in good faith and at arm's length by the Settling Parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. The amounts paid are to compromise the Claimants' claims for damages and the amounts paid represent the Claimants' compensation for such alleged damages.

17.3. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of Cavalry.

17.4. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

17.5. All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

17.6. This Agreement may be amended or modified only by a written instrument signed by or on behalf of Plaintiffs and Cavalry or their respective successors-in-interest. Any material changes must be approved by the Court.

17.7. This Agreement and the Exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized herein. Except as otherwise provided herein, no Settling Party shall be responsible for paying fees, expenses, or other costs incurred by any other Settling Party.

17.8. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of counterparts will be submitted to the Court.

17.9. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

17.10. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

17.11. None of the Settling Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any Settling Party as the drafter thereof.

17.12. The Settlement shall be governed by the laws of the State of California, except to the extent that the law of the United States governs any matters set forth herein, in which case such federal law shall govern.

17.13. The following principles of interpretation apply to the Agreement: (a) the plural of any defined term includes the singular, and the singular of any defined term includes the

plural, as the case may be; (b) references to a person are also to the person's successors-in-interest; and (c) whenever the words "include," "includes," or "including" are used in the Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

17.14. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices of the Settlement Class after the Final Approval Order and Judgment are entered.

18. NOTICES

18.1. All notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by email and mail to the following addresses:

18.2. All notices to Class Counsel shall be sent to Class Counsel, c/o:

Beth E. Terrell
bterrell@terrellmarshall.com
Adrienne D. McEntee
amcentee@terrellmarshall.com
Terrell Marshall Law Group PLLC
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869

Counsel for Plaintiff Cory Horton and Class

Sergei Lemberg
slemberg@lemborglaw.com
Stephen Taylor
staylor@lemborglaw.com
43 Danbury Road
Wilton, Connecticut 06897

Counsel for Plaintiff Kevin Krejci and Class

18.3. All notices to Defense Counsel shall be sent to Defense Counsel, c/o:

Tomio B. Narita
SIMMONDS & NARITA LLP
44 Montgomery Street, Suite 3010

San Francisco, California 94104-4816

Counsel for Cavalry

18.4. The notice recipients and addresses designated above may be changed by written agreement of Plaintiffs and Cavalry.

18.5. Upon the request, the Parties agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received from Settlement Class Members in response to the Class Notice.

IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement on the dates set forth below.

On Behalf of Defendant Cavalry Portfolio Services, LLC:

Dated: 2/20/20

By: 

Name: Michael Grodnick

Title: CFO & Treasurer

On Behalf of Plaintiffs and the Settlement Class:

Dated: _____

By: _____

Cory Horton

On Behalf of Plaintiffs and the Settlement Class:

Dated: _____

By: _____

Kevin Krejci

San Francisco, California 94104-4816

Counsel for Cavalry

18.4. The notice recipients and addresses designated above may be changed by written agreement of Plaintiffs and Cavalry.


18.5. Upon the request, the Parties agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received from Settlement Class Members in response to the Class Notice.

IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement on the dates set forth below.

On Behalf of Defendant Cavalry Portfolio Services, LLC:

Dated: _____ By: _____
Name: _____
Title: _____

On Behalf of Plaintiffs and the Settlement Class:

Dated: 2/20/2020 By: 
Cory Horton

On Behalf of Plaintiffs and the Settlement Class:

Dated: _____ By: _____
Kevin Krejci

San Francisco, California 94104-4816

Counsel for Cavalry

18.4. The notice recipients and addresses designated above may be changed by written agreement of Plaintiffs and Cavalry.

18.5. Upon the request, the Parties agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received from Settlement Class Members in response to the Class Notice.

IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement on the dates set forth below.


On Behalf of Defendant Cavalry Portfolio Services, LLC:

Dated: _____ By: _____
Name: _____
Title: _____

On Behalf of Plaintiffs and the Settlement Class:

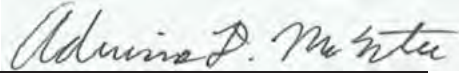
Dated: _____ By: _____
Cory Horton

On Behalf of Plaintiffs and the Settlement Class:

Dated: 02-20-2020 By: 
Kevin Krejci

Approved as to form and content:

For Plaintiff Cory Horton:
TERRELL MARSHALL LAW
GROUP PLLC

By: 
Beth E. Terrell
Email: bterrell@terrellmarshall.com
Adrienne D. McEntee
Email: amcentee@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

For Cavalry Portfolio Services, LLC:
SIMMONDS & NARITA LLP

By: _____
Tomio B. Narita
Email: tnarita@snllp.com
Jeffrey A. Topor
Email: jtopor@snllp.com
44 Montgomery Street, Suite 3010
San Francisco, California 94104-4816

For Plaintiff Kevin Krejci:

LEMBERG LAW, LLC

By: 
Sergei Lemberg
Email: slemberg@lemborglaw.com
Stephen Taylor
Email: staylor@lemborglaw.com
43 Danbury Road
Wilton, Connecticut 06897
Telephone: (480) 247-9644
Facsimile: (203) 653-3424


Trinette G. Kent
Email: tkent@lemborglaw.com
3219 E Camelback Rd #588
Phoenix, Arizona 85018
Telephone: (480) 247-9644
Facsimile: (480) 717-4781

Approved as to form and content:

For Plaintiff Cory Horton:
TERRELL MARSHALL LAW
GROUP PLLC

By: _____
Beth E. Terrell
Email: bterrell@terrellmarshall.com
Adrienne D. McEntee
Email: amcentee@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

For Cavalry Portfolio Services, LLC:
SIMMONDS & NARITA LLP

By:  _____
Tomio B. Narita
Email: tnarita@snllp.com
Jeffrey A. Topor
Email: jtopor@snllp.com
44 Montgomery Street, Suite 3010
San Francisco, California 94104-4816

For Plaintiff Kevin Krejci:

LEMBERG LAW, LLC

By: _____
Sergei Lemberg
Email: slemberg@lemborglaw.com
Stephen Taylor
Email: staylor@lemborglaw.com
43 Danbury Road
Wilton, Connecticut 06897
Telephone: (480) 247-9644
Facsimile: (203) 653-3424

Trinette G. Kent
Email: tkent@lemborglaw.com
3219 E Camelback Rd #588
Phoenix, Arizona 85018
Telephone: (480) 247-9644
Facsimile: (480) 717-4781

EXHIBIT A

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.

**DECLARATION OF ADRIENNE D. McENTEE IN SUPPORT
OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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; 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.

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, 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 **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 **XXXXXXXX, 2020**. The website explains how to exclude yourself or object.

Final Approval Hearing: The judge presiding over the lawsuit scheduled a hearing for **XXXXXXXX, 2020**, at **XXXXXXXX** 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 fees. **The ATTORNEYS MAY BE ENTITLED TO ATTEND AND PARTICIPATE IN THE HEARING. 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

To submit a claim please fill out the form below and mail before **XXXXXXX, 2020**. You may also file a claim online at **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: **DECLARATION OF ADRIENNE D. McENTEE IN SUPPORT**
~~—OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT~~

BRM

DECLARATION OF ADRIENNE D. McBRIDE IN SUPPORT
OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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.

**DECLARATION OF ADRIENNE D. McFEE IN SUPPORT
OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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; 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.

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, 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 **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 **XXXXXXXX, 2020**. The website explains how to exclude yourself or object.

Final Approval Hearing: The judge presiding over the lawsuit scheduled a hearing for **XXXXXXXX, 2020**, at **XXXXXXXX** 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 fees. **THE ATTORNEYS MAY REQUEST TO ATTEND BY VIDEOCONFERENCE. 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

To submit a claim please fill out the form below and mail before **XXXXXXX, 2020**. You may also file a claim online at 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: _____
DECLARATION OF ADRIENNE D. McENTEE IN SUPPORT
OF PRELIMINARY Application for Protection
of Personal Information Pursuant to
the Access to Information Act /
Déclaration d'Adrienne D. McEntee en soutien
de la demande préliminaire de protection
des renseignements personnels en vertu
de la Loi sur l'accès à l'information

BRM

DECLARATION OF ADRIENNE D. McBRIDE IN SUPPORT
OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

EXHIBIT B

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.

Instructions and the Class Action Claim form may be downloaded, and Claims may be submitted electronically via the Settlement Website, 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, 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

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

EXHIBIT C

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**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form by: <hr/>	This is the only way to get debt relief or cash. You can submit a valid and timely claim form online at www.CPSTCPASettlement.com 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.
Do Nothing	Get no debt relief or cash. Give up any rights to sue Cavalry separately regarding the legal claims in this case.
Exclude Yourself or "Opt Out" of the Settlement by: <hr/>	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.
Object by: <hr/>	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.
Go to a Hearing on: <hr/>	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.

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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 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, 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.

Claims may be submitted electronically via the Settlement Website, 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.

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 & 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, 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 for more information.

EXHIBIT D

To submit a claim please fill out the form below and mail before **XXXXXXXX, 2020**. You may also file a claim online at **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: DECLARATION OF ADRIENNE D. McENTEE IN SUPPORT
 ~~OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT~~

To submit a claim please fill out the form below and mail before **XXXXXXX, 2020**. You may also file a claim online at **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: DECLARATION OF ADRIENNE D. McLESTER IN SUPPORT
OF PLEADING INFORMATION FOR IMMEDIATE APPROVAL: VISIT www.CPSTCPASettlement.com.

EXHIBIT E

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

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

Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC,

Defendant.

NO. 13-CV-00307-JAH (WVG)

KEVIN KREJCI, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC,

Defendant.

NO. 3:16-cv-00211-JAH (WVG)

**[PROPOSED] ORDER (1)
CONSOLIDATING THE *HORTON*
AND *KREJCI* CASES, (2) CONDITIONALLY CERTIFYING
A SETTLEMENT CLASS, (3)
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT, (4)
APPOINTING CLASS COUNSEL, (5)
APPOINTING CLASS
REPRESENTATIVES,
(6) APPROVING NOTICE PLAN,
AND (7) SCHEDULING FINAL
APPROVAL HEARING**

Upon review and consideration of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, including the Parties' Settlement Agreement and Release (the "Settlement Agreement" or "Agreement") and all exhibits thereto, and the arguments of counsel, and having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. **Consolidation.** For settlement purposes, the Court consolidates *Horton vs. Cavalry Portfolio Services, LLC*, Case No. 13CV0307 JAH WVG and *Krejci vs. Cavalry*

Portfolio Services, LLC, Case No. 16-cv-00211 JAH WVG. Pursuant to Federal Rule of Civil Procedure 42(a), the actions (collectively, the “Litigation”) involve common questions of law and fact.

2. **Settlement Terms.** Unless otherwise defined herein, all capitalized terms in this Order shall have the meanings ascribed to them in the Agreement.

3. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Litigation, the Parties, and all members of the Settlement Class.

4. **Scope of Settlement.** The Agreement resolves all Released Claims against Defendant Cavalry Portfolio Services, LLC (“Cavalry”), as defined in section 10 of the Settlement Agreement.

5. **Preliminary Approval of Proposed Settlement.** The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Settlement is fair, reasonable and adequate, and within the range of possible approval; (b) the Settlement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; (c) with respect to the forms of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration (Exs. A, B, and C to the Agreement), that notice provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; and (d) with respect to the proposed notice plan, the notice program constitutes the best notice practicable under the circumstances. Therefore, the Court grants preliminary approval of the Settlement.

6. **Class Certification for Settlement Purposes Only.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court conditionally certifies for purposes of this Settlement only, the following Settlement Class:

All persons who were called on cell phones 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 Closed 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 persons 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.

7. The Court makes the following determinations as to certification of the Settlement Class:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the members of the Settlement Class;
- c. The claims of the Plaintiffs are typical of the claims of the other members of the Settlement Class;
- d. Plaintiffs are capable of fairly and adequately protecting the interests of the members of the Settlement Class, in connection with the Settlement Agreement;
- e. Common questions of law and fact predominate over questions affecting only individual members of the Settlement Class;
- f. The Settlement Class is ascertainable; and

g. Resolution of the Released Claims in this Litigation by way of a nationwide settlement is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

8. **Designation of Class Representatives.** The Court appoints Plaintiffs Cory Horton and Kevin Krejci as representatives of the Settlement Class (“Class Representatives”) for the sole purpose of seeking a settlement of the Litigation.

9. **Designation of Class Counsel.** The law firms of Terrell Marshall Law Group PLLC, and Lemberg Law, LLC, are hereby designated as Class Counsel for the Settlement Class.

10. **Final Approval Hearing.** A hearing regarding final approval of the Settlement will be held at ____ a.m/p.m. on _____, to determine, among other things, whether to: (i) finally approve the Settlement as fair, reasonable, and adequate; (ii) dismiss the Released Claims in the Litigation with prejudice pursuant to the terms of the Settlement Agreement; (iii) bind Settlement Class Members by the Releases set forth in the Settlement Agreement; (iv) permanently bar Settlement Class Members who have not opted out of the Settlement from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on the Released Claims; (v) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (vi) approve the plan of distribution of the Debt Relief Fund and the Cash Fund; (vii) finally certify the Settlement Class; and (viii) approve requested Plaintiffs’ Attorneys’ Fees and Expenses and the proposed Incentive Awards to Plaintiffs.

11. **Settlement Administrator.** JND Legal Administration is hereby appointed as the Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator as set forth in the Agreement and this Order.

12. **Class Notice.**

a. The Court approves the Class Notice in the Settlement Agreement, including the Mail, Email, and Website Notices attached as Exhibits A, B, and C to the Settlement Agreement and the manner of providing Mail and Email Notice to Settlement Class Members described in Section 6 of the Settlement Agreement. The Court finds that this is the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise the Settlement Class Members of the pendency of this Action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Settlement Class. The Court further finds that the Mail, Email, and Website Notices are reasonable, constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and meet the requirements of due process. The Court hereby directs the Parties and the Settlement Administrator to complete all aspects of the Notice Plan no later than _____, 2020 (“Notice Deadline”).

b. The Settlement Administrator will file with the Court by no later than _____, 2020, which is fourteen (14) days prior to the Final Approval Hearing, proof that notice was provided in accordance with the Agreement and this Order.

c. The Class Administrator shall comply with the obligation to give notice under the Class Action Fairness Act, 28 U.S.C. § 1715, in connection with the proposed settlement. No later than fourteen 14 days prior to the Final Approval Hearing, the Class

Administrator shall file with the Court one or more declarations stating that it has complied with its notice obligations under 28 U.S.C. § 1715.

13. **Exclusion from the Settlement Class.** Any potential Settlement Class Member who wishes to be excluded from the Class must send a written Request for Exclusion to the Settlement Administrator, by first-class mail, postage prepaid, to the address provided in the Mail Notice and Settlement Website. Any such Request for Exclusion must be postmarked no later than ninety (60) Days after the Mail Notice Deadline.

a. To be valid, the Request for Exclusion must: (a) identify the name and address of the potential Settlement Class Member requesting exclusion; (b) provide the cell phone number(s) at which that potential Settlement Class Member was called by Cavalry during the Settlement Class Period; (c) be personally signed by the potential Settlement Class Member requesting exclusion; and (d) contain a statement that reasonably indicates a desire to be excluded from the Settlement.

b. Except for those potential members of the Settlement Class who timely and properly file a Request for Exclusion, all other potential members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon Final Approval, will be bound by its terms, regardless of whether they receive any monetary relief or any other relief, including, but not limited to, the Releases in Section 10 of the Settlement Agreement.

c. If more than 375 members of the Settlement Class properly and timely opt out of the Settlement, then the Settlement may be deemed null and void upon notice by Cavalry without penalty or sanction.

14. **Objections and Appearances.** Any Settlement Class Member who has not filed a timely written Request for Exclusion and who complies with the requirements of this Paragraph may object to any aspect of the proposed Settlement either on his or her own or through an attorney hired at his or her expense. Any Settlement Class Member who wishes to object to the Settlement must do so in writing not later than ninety (60) Days after the Mail Notice Deadline, as specified in the Class Notice and this Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defense Counsel, no later than ninety (60) Days after the Mail Notice Deadline, at the following addresses:

Class Counsel

Beth E. Terrell
Adrienne D. McEntee
Terrell Marshall Law Group PLLC
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869

Sergei Lemberg
Stephen Taylor
Lemberg Law LLC
43 Danbury Road
Wilton, Connecticut 06897

Counsel for Plaintiffs and Settlement Class

Defense Counsel

Tomio B. Narita
SIMMONDS & NARITA LLP
44 Montgomery Street, Suite 3010
San Francisco, California 94104-4816

Counsel for Defendant Cavalry

15. A valid written objection must include: (a) the name, address, and telephone number of the objecting Settlement Class Member and, if different, the cellular telephone

number at which the Settlement Class Member was called by Cavalry during the Settlement Class Period; (b) if represented by counsel, the name, address, and telephone number of his or her counsel; (c) the basis for the objection; and (d) a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;

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

17. Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with Section 12 of the Settlement Agreement and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice Of Intention To Appear”); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing or raise any objections.

18. **Service of Papers.** Defense Counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support of the proposed Settlement, including responses to any papers filed by Settlement Class Members. Defense Counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests for exclusion that may come into their possession and shall file such objections or requests for exclusion with the Court on or before the date of the Final Approval Hearing.

19. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (i) the proposed Settlement is not finally approved by the Court, or does not become Final, pursuant to the terms of the Settlement Agreement; or (ii) the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement for any reason. In such event, and except as provided therein, the proposed Settlement and Settlement Agreement shall become null and void and be of no further force and effect; the preliminary certification of the Settlement Class for settlement purposes shall be automatically vacated; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification.

20. **Necessary Steps.** The Court authorizes the Parties to take all necessary and appropriate steps to implement the Settlement Agreement.

21. **Schedule of Future Events.** Accordingly, the following are the deadlines by which certain events must occur:

_____, 2020 [45 days after the date of this Order]	Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline)
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_____, 2020 [30 days after the Notice Deadline]	Deadline for filing of Plaintiffs' Motion for Attorneys' Fees and Costs and Service Award
_____, 2020 [60 days after the Notice Deadline]	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline)
_____, 2020 [60 days after the Notice Deadline]	Deadline for Settlement Class Members to submit a claim form (Claim Period Deadline)
_____, 2020 [190 days after the Notice deadline]	Deadline to file Motion for Final Approval
_____, 2020 [10 Days after the Claim Period Deadline]	Deadline for Settlement Administrator to provide proof of class notice, identify the number of requests for exclusion objections, and claims received, and a declaration that it sent notice pursuant to the Class Action Fairness Act
_____, 2020 at _____.m. [No earlier than 118 days after Notice Deadline]	Final Approval Hearing

DONE and ORDERED in Chambers in San Diego, California, this _____ day of _____, 2020.

John A. Houston
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

EXHIBIT F

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

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

Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC,

Defendant.

NO. 13-CV-00307-JAH (WVG)

KEVIN KREJCI, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC,

Defendant.

NO. 3:16-cv-00211-JAH (WVG)

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
DISMISSING CLASS PLAINTIFFS'
CLAIMS**

This matter came before the Court upon consideration of Plaintiffs' Motion for Final Approval of Class Action Settlement and Class Counsel's Motion for an Award of Fees, Costs, and Class Representative Incentive Awards. After considering the motions and declarations and exhibits submitted with the motions, the Court enters this Final Approval Order and Judgment (the "Final Approval Order" or this "Order"), which constitutes a final adjudication on the merits of all claims of the Settlement Class. IT IS HEREBY ORDERED that the motions are GRANTED, the Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is finally approved, Class Counsel are awarded \$_____ in fees and expenses, and

Plaintiffs Cory Horton and Kevin Krejci are awarded \$_____ and \$_____, respectively, for incentive awards (\$_____ total).

1. Unless otherwise defined, all capitalized terms in this Final Approval Order shall have the same meaning as they do in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Litigation and over the Parties, including all Settlement Class Members with respect to the Settlement Class certified for settlement purposes, as follows:

All persons who were called on cell phones 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 Closed 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 persons 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.

3. The Court finds that the Settlement Agreement was negotiated at arm’s length by experienced counsel who were fully informed of the facts and circumstances of the Litigation and of the strengths and weaknesses of their respective positions. Further, settlement occurred only after the parties engaged an experienced mediator, the Honorable Leo Pappas (Ret.) and negotiated over a period of many months. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

4. The Court finally certifies the Settlement Class for settlement purposes and finds, for settlement purposes, that the Litigation satisfies all the requirements of Rule 23 of the Federal Rules of Civil Procedure. Specifically: (a) the number of Settlement Class Members is so

numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. The Court finally appoints the law firms of Terrell Marshall Law Group PLLC and Lemberg Law, LLC as Class Counsel for the Settlement Class.

6. The Court finally designates Plaintiffs Cory Horton and Kevin Krejci as the Class Representatives.

7. The Class Administrator executed the Notice Plan according to the terms of the Settlement Agreement. The notices apprised Settlement Class Members of the pendency of the Litigation; of all material elements of the proposed Settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on Settlement Class Members and of their opportunity to object to, comment on, or opt out of, the Settlement; of the identity of Class Counsel and Class Counsel's contact information; and of the right to appear at the Final Approval Hearing. The notice given to Settlement Class Members satisfied the requirements of constitutional due process. The notices were reasonably calculated, under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing. The Court has afforded a full opportunity to all Settlement

Class Members to be heard. Accordingly, the Court determines that all Settlement Class Members are bound by this Final Approval Order.

8. _____ Settlement Class Members opted out of the Settlement Class or filed objections.

9. The Court finds that Defendant has complied with its notice obligations under the Class Action Fairness Act, 28 U.S.C. § 1715, in connection with the proposed Settlement.

10. The Court finally approves the Settlement Agreement as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e). The terms and provisions of the Settlement Agreement, including all exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

11. The Court approves the plan of distribution for the Debt Relief Fund and the Cash Fund as set forth in the Settlement Agreement. The Settlement Administrator is ordered to comply with the terms of the Agreement with respect to distribution of Settlement Relief, including a second payment from the Cash Fund, if feasible. Should any unclaimed funds be distributed, the Court hereby approves The Jump\$tart Coalition for Personal Financial Literacy as the recipient who shall receive those unclaimed funds, after accounting for the costs of administering that distribution. The Court finds this organization closely aligned with the Settlement Class's interests.

12. By incorporating the Agreement and its terms herein, this Court determines that this Final Approval Order complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

13. Class Counsel have moved for an award of attorneys' fees and reimbursement of expenses. The Court makes the following findings of fact and conclusions of law:

- a. that the Class Settlement confers substantial benefits on the Settlement Class Members;
- b. that the value conferred on the Settlement Class is immediate and readily quantifiable;
- c. that Settlement Class Members who have submitted valid Claim Forms will receive debt relief or cash awards that represent a significant portion of the damages that would be available to them were they to prevail in an individual action under the TCPA;
- d. that Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;
- e. that the Settlement was obtained as a direct result of Class Counsel's advocacy;
- f. that the Settlement was reached following extensive negotiation between Class Counsel and Counsel for Cavalry, and was negotiated in good faith and in the absence of collusion;
- g. that counsel who recover a common benefit for persons other than himself or his client is entitled to reasonable attorneys' fees from a common fund. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 866, 900 n.16 (1984).

14. Accordingly, Class Counsel are hereby awarded \$_____ for attorneys' fees and \$_____ in actual litigation costs from the Cash Fund, which this Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Cash Fund in accordance with the terms of the Settlement Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys' fees, costs, and expenses that are awarded amongst and between Class Counsel.

15. The Class Representatives, as identified in the Preliminary Approval Order, are hereby compensated in the amount of \$_____ for Cory Horton and \$_____ for Keven Krejci for their efforts in this case. The Court finds this amount to be reasonable in light of the service performed by the Class Representatives. This amount shall be paid from the Cash Fund in accordance with the terms of the Settlement Agreement.

16. The Final Approval Order, Judgment, and Settlement Agreement are not admissions or concessions by Cavalry of the validity of any claims or of any liability or wrongdoing or of any violation of law. The Final Approval Order, Judgment, and Settlement Agreement shall not be offered or received in evidence in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to consummate or enforce the Final Approval Order, Judgment, and Settlement Agreement, and all releases given thereunder, or to establish the affirmative defenses of res judicata or collateral estoppel barring the pursuit of claims released in the Settlement Agreement.

17. Upon the Final Settlement Date, the Class Representatives and each Settlement Class Member will be deemed to have completely released and forever discharged the Released Parties from the Released Claims, as set forth in Section 10 of the Settlement Agreement and expressly incorporated herein.

18. The Court retains jurisdiction to consider all further matters arising out of or connected with the settlement, including the implementation and enforcement of the Settlement Agreement.

19. The Court finds that no justifiable reason exists for delaying entry of this Final Approval Order and, good cause appearing, this Final Approval Order and the separate Judgment shall be entered as final and appealable and the case dismissed with prejudice.

DONE and ORDERED in Chambers in San Diego, California, this _____ day of _____, 2020.

John A. Houston
UNITED STATES DISTRICT JUDGE

EXHIBIT F-1

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

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

Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC,

Defendant.

NO. 13-CV-00307-JAH (WVG)

KEVIN KREJCI, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC,

Defendant.

NO. 3:16-cv-00211-JAH-WVG

JUDGMENT IN A CIVIL ACTION

In accordance with the Court's Order Granting Final Approval of Class Action Settlement and Dismissing Class Plaintiff's Claims ("Final Approval Order") of _____, 2020 (Doc. _____), the Class Action Settlement is approved, the parties are ordered to perform their obligations under the Settlement Agreement, the Court dismisses Plaintiffs' claims against Cavalry with prejudice and without costs (except as otherwise provided in the Final Approval Order and Judgment), the Releasing Parties are forever barred and permanently enjoined as set forth in the Final Approval Order, and all other terms, conditions, and requirements of said order, and the underlying Settlement Agreement, are incorporated herein.

DONE and ORDERED in Chambers in San Diego, California, this _____ day of _____, 2020.

John A. Houston
UNITED STATES DISTRICT JUDGE

