

EXHIBIT 1

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between plaintiff Kevin Pine (“Pine” or “Plaintiff”), for himself and the Settlement Class members and Andrew Kim (“Kim”) (as defined below, and collectively referred to as “Plaintiffs”), on the one hand, and A Place for Mom, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to collectively in this Settlement Agreement as the “Parties.”

I. RECITALS

11 On August 7, 2017, Andrew Kim filed a Complaint in the United States District Court for the Northern District of Illinois entitled *Kim v. A Place for Mom, Inc.*, No. 1:17-cv-05716 (N.D. Ill.) (the “Action”). The Complaint alleged that Defendant violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”) by using an automatic telephone dialing system to call cellular phones without the prior express written consent of Kim and the putative class members. Mr. Kim actively litigated the class claims, and the Parties exchanged over 500 pages of mandatory discovery pursuant to the Northern District of Illinois’s Mandatory Initial Disclosures Discovery Pilot Project.

12 On October 13, 2017, Plaintiff’s counsel moved to substitute Kevin Pine for Andrew Kim. (Dkt. No. 26.) The Northern District of Illinois Court granted the motion. (Dkt. No. 28.) On October 17, 2017, Plaintiff filed the First Amended Class Action Complaint and substituted Kevin Pine for Andrew Kim as the named plaintiff. (Dkt. No. 30). The First Amended Complaint contained identical allegations that Defendant violated the TCPA by using an automatic telephone dialing system to call cellular phones without the prior express written consent of Pine and the putative class members. The parties stipulated to transfer venue of the

Action to the United States District Court for the Western District of Washington. (Dkt. No. 32). The Action was transferred to the Western District of Washington entitled *Pine v. A Place for Mom, Inc.*, No. 2:17-cv-01826-TSZ (W.D. Wash.).

13 The Parties have engaged in extensive motion practice regarding Plaintiff's claims and Defendant's defenses. On January 25, 2018, Defendant filed a motion to dismiss. (Dkt. No. 50.) Defendant argued, among other things, that: the TCPA does not require heightened consent for Defendant's calls to Plaintiff because they were made in response to his request for information and because Defendant is not a telemarketer and Defendant obtained Plaintiff's prior express consent. Plaintiff filed his opposition on February 12, 2018, contesting all grounds on which Defendant sought dismissal. (Dkt. No. 61.) Defendant filed a reply in support of its motion to dismiss on February 16, 2018. (Dkt. No. 64.). The Court thereafter requested supplemental briefing concerning the effect of *ACA International v. FCC*, 885 F.3d 687 (D.C. Cir. 2018). (Dkt. No. 75.) Defendant argued, among other things, that Plaintiff failed to state a claim under the narrowed definition of "automatic telephone dialing system" ("ATDS"). (Dkt. Nos. 79, 81.) Plaintiff contested all grounds on which Defendant relied on *ACA International*. (Dkt. Nos. 78, 82.) Following several months of discovery, the Court granted Defendant's motion to dismiss without prejudice. (Dkt. No. 107.) Plaintiff thereafter filed a Second Amended Complaint (Dkt. No. 111), which Defendant moved to dismiss on similar grounds as the First Amended Complaint. (Dkt. No. 112.) Plaintiff again contested the grounds on which Defendant sought dismissal. (Dkt. No. 115.) The Court denied Defendant's motion to dismiss the Second Amended Complaint. (Dkt. No. 123.)

14 The Parties have engaged in significant discovery regarding Plaintiff's allegations and Defendant's defenses. Specifically, Defendant produced call data to a third-

party vendor so that it could estimate the total number of cellular telephone numbers dialed by Defendant. Defendant produced a total of 2,272 pages of documents and responded to 17 interrogatories propounded by Plaintiff. Plaintiff also responded to 11 document requests and 19 interrogatories. Plaintiff obtained written responses and/or documents in response to nonparty subpoenas to TELUS International (U.S.) Corporation; TPUSA-FHCS, Inc. fka Aegis USA, Inc.; Working Solutions, LLC; and Tree Rings, LLC. Plaintiff also obtained approximately 500 pages of documents from the Washington State Office of the Attorney General pursuant to a request under the Public Disclosure Act (“PDA”), RCW 42.56 et seq.; approximately 112 consumer complaints from the Federal Trade Commission; and procured over 200 class member declarations from persons who received telephone calls from Defendant and declarations from third-party witnesses at Working Solutions. Defendant deposed the Plaintiff and Plaintiff deposed Defendant’s two Rule 30(b)(6) witnesses.

15 In July 2018, the parties engaged in mediation but did not settle the dispute. In May 2019, the parties again engaged in mediation before the Hon. Edward A. Infante (ret.) and again failed to settle the dispute. Thereafter, the parties continued settlement discussions telephonically with the assistance of the second mediator and ultimately reached the resolution reflected in this Agreement.

16 Defendant denies all material allegations of the Second Amended Complaint. Defendant specifically disputes, although this is not an exhaustive list: (1) that it is a telemarketer; (2) that it used an automatic telephone dialing system to call Plaintiff and the putative class; (3) that it lacked consent to call Plaintiff and the putative class; (4) that Plaintiff suffered actual, concrete harm as a result of receiving telephone calls; and (5) that any class could be certified. Nevertheless, given the risks, uncertainties, burden, and expense of

continued litigation, Defendant has agreed to settle the Action on the terms set forth in this Settlement Agreement, subject to Court approval.

17 This Settlement Agreement resulted from good faith, arm's-length settlement negotiations. Plaintiff and Defendant submitted detailed mediation submissions to Judge Infante setting forth their respective views as to the strengths of their cases. The negotiations broke down on several occasions and the parties settled only with the assistance of Judge Infante.

18 The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any party except to enforce the terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part of any party to this Settlement Agreement.

19 The settlement contemplated by this Settlement Agreement is subject to preliminary approval and final approval by the Court, as set forth herein. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

II. DEFINITIONS

2.1 "Action" means *Pine v. A Place for Mom, Inc.*, No. 2:17-cv-01826-TSZ (W.D. Wash.), formerly captioned as *Kim v. A Place for Mom, Inc.*, No. 1:17-cv-05716 (N.D. Ill.).

2.2 "Agreement" or "Settlement Agreement" means this Settlement Agreement and Release.

2.3 "Approved Payments" means the automatic payments to Locate Class Members and the payments for claims of Non-Locate Class Members that have been timely submitted and approved for payment.

2.4 "A Place for Mom", "APFM", or "Defendant" refers to A Place for Mom, Inc.

2.5 “CAFA Notice” refers to the notice requirements imposed by the Class Action Fairness Act, 28 U.S.C. § 1715(b).

2.6 “Call” means calls as set forth in 47 U.S.C. § 227(b).

2.7 “Cash Award” means a cash payment to an eligible Settlement Class Member.

2.8 “Cash Donation” means a donation to Fisher Center for Alzheimer’s Research Foundation on behalf of an eligible Settlement Class Member.

2.9 “Claim Form” means the claim form in English attached hereto collectively as Exhibit A.

2.10 “Claims Deadline” means ninety (90) calendar days from the Settlement Notice Date.

2.11 “Claims Period” means the 90-day period that begins on the Settlement Notice Date.

2.12 “Claims Administrator” means Kurtzman Carson Consultants LLC (“KCC”), pursuant to agreement by the parties and subject to Court approval.

2.13 “Class Counsel” means and includes Lief Cabraser Heimann & Bernstein, LLP, Kozonis & Klinger, Ltd., Hussin Law Firm, and Frank Freed Subit & Thomas LLP.

2.14 “Class Members” means those persons who are members of the Settlement Class, as set forth in the Settlement Class definition in Section 2.37 below.

2.15 “Class Period” means from August 7, 2013 to August 15, 2019.

2.16 “Class Representative” means Plaintiff Kevin Pine.

2.17 “Court” shall mean the United States District Court for the Western District of Washington, and the Honorable Thomas S. Zilly, the U.S. District Judge to whom the Action is assigned.

2.18 “Cy Pres Distribution” means any monies that may be distributed in connection with the Settlement pursuant to Section 7.5.e.

2.19 “Effective Date” means the date when the Judgment has become final and non-appealable as provided in Section 12.

2.20 “Exclusion Request Form” means the exclusion form attached hereto collectively as Exhibit G.

2.21 “FCC” means the Federal Communications Commission.

2.22 “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate, sometimes referred to herein as the “Fairness Hearing.”

2.23 “Final Approval Order” means the Order to be submitted to the Court in connection with the Final Approval Hearing, which shall include any award of attorney’s fees and costs.

2.24 “Final Funding Date” means the date, no later than July 1, 2020 (if the Effective Date has passed by then), on which Defendant makes its final payment into the Settlement Fund. If the Effective Date occurs later than July 1, 2020, then the Final Funding date shall be ten (10) business days after the Effective Date.

2.25 “Initial Funding Date” means ten (10) business days after the Effective Date.

2.26 “Locate Class Members” means those persons who are known members of the Settlement Class, as set forth in the Settlement Class definition in Section 2.37 below, who A Place for Mom called after their cell phone numbers were provided through the websites listed at Exhibit E.

2.27 “Non-Locate Class Member” means those persons for whom Defendant

possesses a phone number and email address who are not Locate Class Members but are members of the Settlement Class, as set forth in the Settlement Class definition in Section 2.37 below, and who may not have consented to receive calls from Defendant.

2.28 “Notice” means the notices to be provided to Class Members as set forth in Section 8. The forms of the Notice are attached hereto collectively as Exhibits B and C.

2.29 “Notice Database” means the database containing Locate Class Members’ and Non-Locate Class Members’ information to be provided by Defendant pursuant to Section 7.2.

2.30 “Objection Deadline” means sixty (60) calendar days from the Settlement Notice Date.

2.31 “Opt-Out Deadline” means sixty (60) calendar days from the Settlement Notice Date.

2.32 “Preliminary Approval Date” means the date on which the Court grants preliminary approval of this settlement and orders Notice to the Settlement Class.

2.33 “Preliminary Approval Order” means the proposed Order to be submitted to the Court in connection with preliminary approval, in the form attached hereto as Exhibit D.

2.34 “Released Claims” means the released claims identified in Section 13.

2.35 “Released Parties” means Defendant and its past, present, and future directors, officers, managers, employees, contractors, shareholders, parent companies, general partners, limited partners, principals, subsidiaries, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives; TELUS International (U.S.) Corporation; TPUSA-FHCS, Inc. fka Aegis USA, Inc.; Working Solutions,

LLC; Tree Rings, LLC (and other entities and individuals at those entities placing calls on Defendant's behalf); and Defendant's senior housing partners, including independent living, assisted living, and memory care facilities, senior day care and home care providers, senior apartment facilities, skilled nursing facilities, and residential care homes, that made calls to Settlement Class Members using telephone numbers provided by Defendant.

2.36 "Settlement Award" means a Cash Award or Cash Donation for an eligible Class Settlement Class Member.

2.37 "Settlement Class" means and includes all persons within the United States who, between August 7, 2013 and August 15, 2019, received a non-emergency Call from Defendant, or any party acting on its behalf, to a cellular telephone. The Settlement Class includes all Locate and Non-Locate Class Members.

Excluded from the Class are Defendant; its parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the Judge or Magistrate Judge to whom the Action is assigned; any member of that Judge's staff and immediate family; and Plaintiff's counsel.

2.38 "Settlement Class Members" means those persons who are members of the Settlement Class, as set forth in the Settlement Class definition in Section 2.36 above, and who do not timely and validly request exclusion from the Settlement Class. All Locate Class Members and Non-Locate Class Members are also Settlement Class Members.

2.39 "Settlement Costs" means all costs incurred by the Class and their attorneys in connection with the Action, including but not limited to Plaintiffs' attorneys' fees, their costs of suit (including experts and consultant fees), any incentive payment paid to the Class Representative, Total Notice Costs as defined in Section 2.44, costs of claims administration,

and all other costs of administering the settlement.

2.40 “Settlement Fund” means the non-reversionary cash sum that A Place for Mom will pay to settle the Action and obtain a release of all Released Claims in favor of the Released Parties, which is in the total amount of \$6,000,000.00.

2.41 “Settlement Notice Date” means fifteen (15) business days after an Order Granting Preliminary Approval is issued as described in Section 8.1.

2.42 “Settlement Website” means the Internet website operated by the Claims Administrator as described in Section 8.4.

2.43 “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, and any regulations or rulings promulgated under it.

2.44 “Total Notice Costs” means all reasonable sums spent by the Claims Administrator to provide notice to Class Members as ordered by the Court after Preliminary Approval of this Settlement.

III. BOTH SIDES RECOMMEND APPROVAL OF THE SETTLEMENT

3.1 Defendant’s Position on the Conditional Certification of Settlement Class. Solely for purposes of avoiding the expense, risk, and inconvenience of further litigation, Defendant does not oppose the certification for settlement purposes only of the Settlement Class. Preliminary certification of the Settlement Class shall not be deemed a concession that certification of a litigation class is appropriate, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement is not finally approved by the Court without any material alterations for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or

preclusion will be asserted in any litigated certification proceedings in the Action or any other proceeding. No agreements made by or entered into by Defendant in connection with the Settlement Agreement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

3.2 Plaintiff's Belief in the Merits of Case. Plaintiff believes that the claims asserted in the Action have merit and that the evidence developed to date supports those claims. This Settlement shall in no event be construed or deemed to be evidence of an admission or concession on the part of Plaintiff that there is any infirmity in the claims asserted by Plaintiff or that there is any merit whatsoever to any of the contentions and defenses that Defendant has asserted.

3.3 Plaintiff Recognizes the Benefits of Settlement. Plaintiff recognizes and acknowledges, however, the expense and amount of time which would be required to continue to pursue the Action against Defendant, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims on behalf of the Class. Plaintiff has concluded that it is desirable that the Action and any Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiff and Class Counsel believe that the agreement set forth in this Settlement confers substantial benefits upon the Class and that it is in the best interests of the Class to settle as described herein.

3.4 Defendant's Records. Defendant has records identifying phone numbers and email addresses associated with Locate Class Members and Non-Locate Class Members. For purposes of settlement only, Defendant does not dispute that Locate Class Members did not consent to receive a non-emergency Call from Defendant, or any party acting on its behalf, to a

cellular telephone. However, the Parties cannot determine which Non-Locate Class Members might claim that they did not consent to receive such calls from Defendant, and the Parties have thus agreed to a claim form process through which Non-Locate Class Members can submit claims. Both Defendant and Plaintiff agree that a claims process with respect to Non-Locate Class Members is a necessary and material aspect of this Settlement Agreement.

IV. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS

4.1 Defendant's Business Practices to Ensure Compliance. Prior to and during the pendency of this lawsuit, Defendant initiated certain practice changes that are designed to secure prior express written consent and prevent claims of violations of the TCPA's provisions on dialing cell phones.

4.2 Monetary Consideration. Defendant will pay a cash sum in the total amount of \$6,000,000 (the "Settlement Fund"), inclusive of attorney's fees, incentive awards, and notice and administrative costs as provided for in Section 7.3, to settle the Action and obtain a release of all Released Claims in favor of the Released Parties as set forth herein. Defendant shall not, under any circumstances, be obligated to pay, in connection with this Settlement, any amounts in addition to the amount of the Settlement Fund. The Settlement Fund will be used to pay Approved Payments and any Settlement Costs. Settlement Class Members will be eligible for a cash payment, the amount of which is dependent upon the number of Approved Payments, as provided in Section 4.4. Defendant will begin paying this amount to the Claims Administrator on the Initial Funding Date according to the following schedule:

- a. \$1,000,000, less any amounts paid to the Claims Administrator pursuant to Section 7.3 below, on the Initial Funding Date, or December 31, 2019, whichever comes last;
- b. \$2,000,000 by no later than April 30, 2020, or the Initial Funding Date, whichever comes last;

c. \$3,000,000 by no later than July 1, 2020, or the Initial Funding Date, whichever comes last.

4.3 Settlement Awards. Settlement Awards shall be made to eligible Settlement Class Members as follows: (1) each Locate Class Member for whom class notice is not returned as undeliverable and who does not opt out shall receive a Settlement Award in the form of an automatic payment and (2) each Non-Locate Class Member who submits a valid claim form indicating that he or she was called on a cellular telephone number corresponding to a phone number in the Notice Database without consent shall also receive a Settlement Award. Each Settlement Class Member may receive, at their selection, a Settlement Award in the form of a Cash Award check or a Cash Donation to the Fisher Center for Alzheimer's Research Foundation. Locate Class Members who do not elect to make a Cash Donation within 60 days of receiving Notice will be deemed to have selected to receive a Cash Award. Each member of the Settlement Class may receive one Settlement Award regardless of the number of Calls to their cellular telephone number that such Settlement Class Member may have received.

4.4 Amount Paid per Settlement Award. Each Locate Class Member shall receive a Settlement Award in the form of a Cash Award check or a Cash Donation to the Fisher Center for Alzheimer's Research Foundation, at the Settlement Class Member's election. Each Non-Locate Class Member who makes a valid and timely claim shall receive a Settlement Award in the form of a Cash Award check or a Cash Donation to the Fisher Center for Alzheimer's Research Foundation, at the Settlement Class Member's election. The amount of each Class Member's Settlement Award shall be determined by the following formula: $(\text{total Settlement Fund} - \text{Settlement Costs}) \div (\text{total number of Approved Payments to Locate Class Members} + \text{total number of valid and timely claims}) = \text{Settlement Award}$. Therefore, the Settlement Award

to be paid to each Class Member who makes a valid and timely Claim is the Class Member's *pro rata* share of the total payments to Settlement Class Members. Plaintiff's counsel, based on their experience in similar matters and reasonable estimates provided by the Settlement Administrator, estimate the amount of each Settlement Award will be in the range of \$40.00.

V. ATTORNEYS' FEES, COSTS, AND PAYMENT TO CLASS REPRESENTATIVE

5.1 Attorneys' Fees and Costs. Plaintiffs' Counsel shall move the Court for an award of attorneys' fees and expenses to be paid from the Settlement Fund. Plaintiffs' Counsel will request attorneys' fees in the amount of 25% (twenty-five percent) of the Settlement Fund and reimbursement of costs incurred by Plaintiffs' Counsel in litigating the Action in an amount not to exceed \$75,000. Class Counsel shall be entitled to payment of their expenses and to their first *pro rata* payment of their fees awarded by the Court out of the Settlement Fund within five (5) business days of the Initial Funding Date, as defined in Section 2.25 above. Thereafter, they shall be entitled to a *pro rata* payment of the fees awarded by the Court within five (5) days of each subsequent payment by Defendant into the Settlement Fund. Class Counsel are jointly and severally liable to Defendant for repayment of fees received should the Final Approval Order or the fee Order be reversed or reduced on appeal. Court approval of attorneys' fees and costs, or their amount, will not be, and is not, a condition of the Settlement.

5.2 Payment to Class Representative. Class Representative will also ask the Court to award him an incentive payment in the amount of \$10,000, and Mr. Kim will also ask the Court to award him an incentive payment in the amount of \$2,500 for the time and effort they have personally invested in this Action. Within five (5) business days after the Initial Funding Date and after receiving a W-9 form from the Class Representative, the Claims Administrator shall pay to Plaintiffs' counsel the amount of any incentive payments awarded by the Court, and

Plaintiffs' counsel shall disburse such funds. Court approval of any incentive payment, or of its amount, will not be, and is not, a condition of the Settlement.

5.3 Settlement Independent of Award of Fees, Costs and Incentive Payments. The payments of attorneys' fees, costs, and the incentive payment set forth in Sections 5.1 and 5.2 are subject to, and dependent upon, the Court's approval as fair, reasonable, adequate, and in the best interests of Settlement Class Members. However, this Settlement is not dependent upon the Court's approving Plaintiffs' requests for such payments or awarding the particular amounts sought by Plaintiffs. In the event the Court declines Plaintiffs' requests or awards less than the amounts sought, this Settlement shall continue to be effective and enforceable by the Parties.

VI. PRELIMINARY APPROVAL

6.1 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, and in any event on or before November 6, 2019 Plaintiffs shall move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit D. Defendants shall not oppose the motion for preliminary approval. Pursuant to the motion for preliminary approval, the Plaintiffs will request that:

- a. the Court authorize notice of settlement to the proposed Settlement Class and appoint Class Counsel as counsel for the proposed Settlement Class for settlement purposes only;
- b. the Court preliminarily approve the settlement and this Agreement as fair, adequate, and reasonable, and within the reasonable range of possible final approval;
- c. the Court approve the form(s) of Notice and find that the notice program set forth herein constitutes the best notice practicable under the circumstances and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;

d. the Court set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice; and

e. the Court set the Claims Deadline, the Objection Deadline and the Opt-Out Deadline.

VII. ADMINISTRATION AND NOTIFICATION PROCESS

7.1 Third-Party Claims Administrator. The Claims Administrator shall be responsible for all matters relating to the administration of this settlement as set forth herein. Those responsibilities include, but are not limited to, serving the CAFA Notice, giving notice to class members, setting up and maintaining the Settlement Website and toll-free telephone number, 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, directing the mailing of settlement payments to Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Claims Administrator will provide monthly updates on the claims status to counsel for all Parties. Class Counsel shall be responsible for supervising the Claims Administrator and will use best efforts to ensure that it acts in accordance with this Settlement Agreement and any orders of the Court.

7.2 Notice Database. To facilitate the notice and claims administration process, Defendant will provide to the Claims Administrator, in an electronically searchable and readable format, a Notice Database which includes reasonably available contact information, if such information exists, for all known Locate Class Members and for all known Non-Locate Class Members. This information will consist of the Class Member's name, last known email address, and cellular telephone number, to the extent such information can be reasonably obtained from the computerized records Defendant maintains. Defendant does not maintain, and

does not have access to, mailing addresses for Locate Class Members or Non-Locate Class Members. Defendant represents for settlement purposes that the Settlement Class consists of at least 56,000 known persons in the Locate Class. Defendant does not possess sufficient information to be able to estimate the number of individuals in the Settlement Class who contend that they did not consent to receive a non-emergency Call from Defendant, or any party acting on its behalf, to a cellular telephone.

Defendant will provide the Notice Database as soon as practicable. If any of the terms of this Settlement Agreement relating to the Claims Administrator's services would unreasonably hinder or delay such processes or make them costlier, the Claims Administrator shall so advise the Parties, and the Parties will accommodate the Claims Administrator to the extent necessary to carry out the intent of this Settlement Agreement. Any personal information relating to Class Members provided to the Claims Administrator or Class Counsel pursuant to this Settlement Agreement shall be provided solely for the purpose of providing notice to Class Members and allowing them to recover under this Settlement; shall be kept in strict confidence; shall not be disclosed to any third party; shall be destroyed after all Cash Awards, Cash Donations, and secondary distributions have been made; and shall not be used for any other purpose.

7.3 Payment of Notice and Claims Administration Costs. Defendant shall pay a portion of the Total Notice Costs and reasonable costs of settlement administration that are incurred prior to the creation of the Settlement Fund up to \$100,000, and Defendant will be given credit for such payments which shall be deducted from the Settlement Fund as set forth below. The Claims Administrator shall provide an estimate of the amount of costs required to mail and email notice, establish the Settlement Website, and establish a toll-free telephone

number as well as any other initial administration costs to the Parties. Defendant shall pay a portion of the estimated amount, up to \$100,000, to the Claims Administrator within ten (10) business days after the entry of the Preliminary Approval Order. After that upfront payment of administration costs by Defendant, the Claims Administrator shall bill Defendant monthly for the reasonable additional costs of settlement administration until such time as the Settlement Fund is established. Defendant will be given credit for such payments which shall be deducted from the Settlement Fund. Any amounts paid by Defendant for the estimated costs of administration which are not incurred by the Claims Administrator for those itemized costs shall be used for other administration costs incurred by the Claims Administrator or shall be deducted from future billings by the Claims Administrator. The Claims Administrator shall maintain detailed records of the amounts spent on the administration of the settlement and shall provide those to the Parties monthly. On the Initial Funding Date, Defendant shall only be required to pay into the settlement fund \$1,000,000, less all amounts previously paid to the Claims Administrator by Defendant. After Defendant has fully funded the Settlement Fund, Defendant shall have no further obligation to pay any amount under this Settlement Agreement. After Defendant makes its first payment into the Settlement Fund, and thereafter until and unless Defendant fails to make a payment required by Section 4.2, Settlement Administration Costs shall be paid out of the Settlement Fund and Defendant shall not be responsible for any additional charges of the Claims Administrator. At the conclusion of the Claims Administration, the Claims Administrator shall provide an accounting to the Parties of the Settlement Administration Costs and how the amounts of the Settlement Fund were distributed.

7.4 Cap on Notice and Claims Administration Costs. The Claims Administrator has agreed to a hard cap for all costs of Notice and Claims Administration, so long as there are no

material changes to the scope of work reported by Plaintiff to the Claims Administrator.

7.5 Distribution of the Settlement Fund. The Claims Administrator shall distribute the funds in the Settlement Fund in the following order and within the time period set forth with respect to each such payment:

a. first, no later than five (5) business days after the Initial Funding Date, and thereafter no later than five (5) business days after each payment by Defendant into the Settlement Fund, the Claims Administrator shall pay to Class Counsel the *pro rata* share of attorneys' fees and costs ordered by the Court, as described in Section 5.1, and shall pay to the Class Representative and Mr. Kim any incentive award ordered by the Court, as described in Section 5.2;

b. next, no later than twenty (20) calendar days after the Initial Funding Date, the Claims Administrator shall be paid for any unreimbursed costs of administration due at that time;

c. next, no later than thirty (30) calendar days after the Final Funding Date, the Claims Administrator shall pay the Cash Awards to, or in the case of Cash Donations on behalf of, Settlement Class Members who (i) will receive automatic payment as a Locate Class Member or (ii) made a valid a timely claim as a Non-Locate Class Member pursuant to Section 9;

d. next, if checks that remain uncashed after one hundred eighty (180) calendar days after the date of issuance yield an amount that, after Settlement Administration Costs, would allow for economically-feasible additional *pro rata* distributions to participating Settlement Class Members, the Claims Administrator shall distribute any such funds, on a *pro rata* basis, to Settlement Class Members who cashed settlement checks;

e. finally, on the Final Distribution Date, which is 180 calendar days after the date on which the last check for a Settlement Award was issued, the Claims Administrator shall pay any amount remaining in the Settlement Fund Account from uncashed settlement checks to a non-profit charity meeting the requirements of *Dennis v. Kellogg*, 697 F.3d 858 (9th Cir. 2012), at the Court's sole discretion. Plaintiff and Defendant will recommend that that Cy Pres Distribution be awarded to Fisher Center for Alzheimer's Research Foundation, the Electronic Frontier Foundation, and/or another non-profit charity selected by the Court.

7.6 Settlement Independent of Cy Pres Distribution. Plaintiffs, Defendant, and their respective counsel do not have any relationship to Fisher Center for Alzheimer's Research Foundation or the Electronic Frontier Foundation. The Cy Pres Distribution set forth in Section 7.5(e) is subject to and dependent upon the Court's approval of it as fair, reasonable, adequate, and in the best interests of Settlement Class Members. However, this Settlement is not dependent or conditioned upon the Court's approving the Cy Pres Distribution. In the event the Court determines that the proposed recipient is not or is no longer an appropriate recipient, the Settlement shall continue to be effective and enforceable by the Parties, and the Parties shall negotiate in good faith to determine a mutually agreeable replacement procedure to distribute such monies, subject to Court approval.

VIII. NOTICES

8.1 Timing of Class Notice. The Claims Administrator shall initiate Class Notice to persons in the Settlement Class within fifteen (15) business days following entry of the Preliminary Approval Order as described herein.

8.2 Settlement Notice. The Claims Administrator shall send the initial Settlement Notice to the Locate Class Members via U.S. Mail. The Claims Administrator shall use best

efforts to determine the last known address of the Locate Class Members, as set forth in the Notice Database, or based on the email address and phone number of the Locate Class Members, as set forth in the Notice Database and subject to confirmation or updating as follows: (i) the Claims Administrator shall check each address against the United States Post Office National Change of Address Database, (ii) for each mailing returned as undeliverable and with no forwarding address provided or for each Locate Class Member for which no mailing address is found the Notice Database, the Claims Administrator shall conduct a skip trace search, utilizing a third-party vendor database such as LexisNexis, using the corresponding telephone number and/or email address in Defendant's records, (iii) the Claims Administrator shall update addresses based on any forwarding information received from the United States Post Office, and (iv) the Claims Administrator shall update addresses based on verified requests received from persons in the Locate Settlement Class. The Claims Administrator shall promptly re-mail the Notices to the updated addresses provided under scenarios (ii), (iii), and (iv) above. Settlement Class Members whose Notice is ultimately returned as undeliverable following each of these steps will not receive an automatic payment under the settlement. All costs of address confirmation and data trace searches shall be considered Settlement Administration Costs and deducted from the Settlement Fund.

8.3 Email Notice. The Claims Administrator shall also send a Settlement Notice to Non-Locate Class Members via email to the extent the Claims Administrator is able to obtain the electronic mail addresses of Class Members. The Claims Administrator shall use the Notice Database to obtain each Non-Locate Class Member's last known email address where available. The last known email address of persons in the Settlement Class, as set forth in the Notice Database, will be subject to confirmation or updating as follows: (i) for each email returned as

undeliverable and with no forwarding email address provided, the Claims Administrator will conduct a search using the corresponding telephone number in the Notice Database and provided a reasonable match is found showing a new email address, update the email address accordingly, and (ii) the Claims Administrator will update email addresses based on verified requests received from Non-Locate Class Members. The Claims Administrator will promptly re-email the Notices to the updated addresses provided under scenarios (i) and (ii) above. All costs of email address confirmation shall be considered Settlement Administration Costs and deducted from the Settlement Fund.

8.4 Website Notice. By the Settlement Notice Date, the Claims Administrator shall maintain and administer a dedicated settlement website (www.APFMTCPAsettlement.com) containing class information and related documents, along with information necessary to file a claim, and an electronic version of the Claim Form members can download, complete and submit electronically. At a minimum, such documents shall include the Settlement Agreement and Exhibits, the Settlement Notice, a Frequently Asked Questions Notice (“FAQ Notice”), the Preliminary Approval Order, a downloadable Claim Form for anyone wanting to print a hard copy and mail in the Claim Form, the operative complaint in the Action, the operative answer in the Action, and, when filed, the Final Approval Order.

8.5 FAQ Notice. After the Parties agree on the appropriate language contained in a FAQ Notice, the Claims Administrator shall post on the Settlement Website a FAQ Notice which shall set forth, in a question and answer format, the details of the settlement and the rights of Class Members to participate in the Settlement, exclude themselves, or object to the settlement.

8.6 Toll Free Telephone Number. Within ten (10) business days of Preliminary Approval, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the settlement. That telephone number shall be maintained by the Claims Administrator until the Claims Deadline. For a period of ninety (90) days after the Claims Deadline, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and that the details regarding the settlement may be reviewed on the Settlement Website.

8.7 CAFA Notice. The Claims Administrator shall be responsible for serving the CAFA notice required by 28 U.S.C. § 1715 within ten (10) business days of the filing of the Preliminary Approval Motion.

IX. PAYMENT AND CLAIMS PROCESS

9.1 Automatic Payment to Locate Class Members. Each Locate Class Member for whom class notice is not returned as undeliverable and who does not timely and validly request exclusion from the Settlement as required in this Agreement shall be a Settlement Class Member and be entitled to receive a Cash Award or make a Cash Donation, at the Settlement Class Member's sole election.

9.2 Conditions for Claiming Settlement Award by Non-Locate Class Members. Each Non-Locate Class Member who does not timely and validly request exclusion from the Settlement as required in this Agreement shall be a Settlement Class Member and entitled to make a claim. Each Settlement Class Member shall be entitled to make one claim for a Cash Award or a Cash Donation, at the Settlement Class Member's sole election. To make a claim, Non-Locate Class Members must submit a valid and timely Claim Form, which shall contain the information set forth in Exhibit A hereto, including: (i) the Non-Locate Class Member's full name and mailing address; (ii) the Non-Locate Class Member's cellular telephone number(s);

(iii) confirmation that the Non-Locate Class Member, between August 6, 2013 and August 15, 2019, received one or more non-emergency Calls from Defendant to the cellular telephone number provided through the use of an without the Non-Locate Class Member's consent; and (iv) the Non-Locate Class Member's election to receive payment either via a Cash Award or a Cash Donation. If a Non-Locate Class Member fails to fully complete a Claim Form, the Claim will be invalid, and the Claims Administrator shall send the claimant a notice via email advising the claimant that the claim is deficient and stating the reasons it is deficient. Any Non-Locate Class Member who timely submits an incomplete or inaccurate Claim Form shall be permitted to re-submit a Claim Form within twenty-one (21) business days of the sending of notice of the defect by the Claims Administrator. Class Counsel shall be kept apprised of the volume and nature of defective claims and allowed to communicate with Class Members as they deem appropriate to cure such deficiencies, subject to the previously established deadlines (though Class Counsel will not be provided with the Notice Database).

93 Mailing or Electronic Payment of Cash Awards. Cash Awards will be sent to Settlement Class Members by the Claims Administrator via U.S. mail or electronic payment, at the Settlement Class Member's election, by no later than five (5) calendar days after the Final Funding Date. If any settlement checks are returned, the Claims Administrator will attempt to obtain a new mailing address for that Settlement Class Member as described in Section 8.2. If, after a second mailing, the settlement check is again returned, no further efforts need be taken by the Claims Administrator to resend the check. The Claims Administrator will advise Class Counsel and counsel for Defendant of the names of the Settlement Class Members whose checks are returned by the postal service as soon as practicable. Each settlement check will be negotiable for one hundred eighty (180) calendar days after the issue date on the settlement

check. Upon request by a Settlement Class Member, the Claims Administrator may re-issue settlement checks to the original payee, provided that such re-issued checks will not be negotiable beyond that date that is one hundred eighty (180) calendar days after the date of issuance of the original check to such Settlement Class Member.

9.4 Mailing of Cash Donations. Cash Donations at the Settlement Class Member's election will be sent to the Fisher Center for Alzheimer's Research Foundation via U.S. Mail no later than thirty (30) days after the Final Funding Date.

X. OPT-OUTS AND OBJECTIONS

10.1 Opting Out of the Settlement. Any Class Members who wish to exclude themselves from the Settlement Class must complete and return an Exclusion Request Form, which shall contain the information set forth in Exhibit G hereto, to the Claims Administrator by mail or via the Settlement website. Exclusion Request Forms must be postmarked or submitted via the Settlement Website by no later than the Opt-Out Deadline.

10.2 Exclusion Request Forms. The Claims Administrator shall provide the Parties with copies of all Exclusion Request Forms it receives and shall provide a list of all Class Members who timely and validly opted out of the settlement in their declaration filed with the Court, as required by Section 11.1. Settlement Class Members who do not properly and timely submit an Exclusion Request Form will be bound by this Agreement and the judgment, including the releases in Section 13 below.

a. In the Exclusion Request Form, the Class Member must state his or her full name, address, telephone number, and email address, and agree to a statement that he or she wishes to be excluded from the settlement.

b. Any Class Member who submits a valid and timely Exclusion Request

Form will not be a Settlement Class Member, shall not receive compensation under this Agreement, and shall not be bound by the terms of this Agreement.

10.3 Opt-Out Communications. Class Counsel agree not to represent, encourage, or solicit in any way whatsoever, any person seeking exclusion as a Settlement Class Member or any other person seeking to litigate with the Released Parties over any of the Released Claims in this matter.

10.4 Objections. Any Settlement Class Member who intends to object to the fairness of this settlement must submit a written objection to the Claims Administrator by the Objection Deadline.

a. In the written objection, the Settlement Class Member must state his or her full name, address, and telephone number; the reasons for his or her objection; and whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel. Any documents supporting the objection must also be attached to the Objection.

b. The Parties shall have the right to depose any objector to assess whether the objector has standing or motives that are inconsistent with the interests of the Class.

10.5 Fairness Hearing. Any Settlement Class Member who objects may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

XI. FINAL APPROVAL AND JUDGMENT ORDER

11.1 No later than fourteen (14) calendar days prior to the Final Approval Hearing, the Claims Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance

with the terms of the Preliminary Approval Order. Class Counsel shall ensure this declaration is filed with the Court.

11.2 If the Settlement is approved preliminarily by the Court and all other conditions precedent to the settlement have been satisfied, no later than fourteen (14) calendar days prior to Final Approval Hearing:

- a. Class Counsel shall file a motion requesting that the Court enter a Final Approval Order and a memorandum of points and authorities in support of the motion; and
- b. Counsel for the Class and Defendant may file a memorandum addressing any objections submitted to the Settlement.

11.3 At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Settlement Agreement should be approved; whether the Settlement should be finally approved as fair, reasonable, and adequate; whether any objections to the Settlement should be overruled; whether the fee award and incentive payment to the Class Representative should be approved; and whether a judgment finally approving the Settlement should be entered.

11.4 This Settlement Agreement is subject to, and conditioned upon, the issuance by the Court of a Final Approval Order which is substantially in the form of Exhibit F or in such form to which the Parties mutually agree. In the event that the Court does not enter a Final Approval Order substantially in the form of Exhibit F, or in a form mutually agreed to by the Parties, then either party may terminate this Settlement Agreement pursuant to Section 14.1.

XII. FINAL JUDGMENT

12.1 The Judgment entered at the Final Approval Hearing shall be deemed final:

- a. Thirty (30) calendar days after entry of the Final Judgment approving the

Settlement if no document is filed within that time seeking appeal, review, or rehearing of the judgment; or

b. If any such document is filed, then five (5) calendar days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Section 11.4.

XIII. RELEASE OF CLAIMS

13.1 Released Claims. Plaintiff and each Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors and agents, hereby release, resolve, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below). The Settlement Class Members further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency, or with any administrative or advisory body, arising from the Released Claims. The release does not apply to Class Members who timely opt-out of the Settlement. “Released Claims” means 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 the Final Approval Order, including

those that (1) arise out of any alleged violation of the TCPA by the Released Parties', including in contacting or attempting to contact Settlement Class Members via non-emergency Calls to cellular telephones, to the fullest extent those terms are used, defined, or interpreted by the TCPA and relevant regulatory or administrative promulgations and case law, or (2) arise from the administration of this Settlement, including all claims arising from or related to any alleged data breaches, failures to comply with state and federal privacy laws, failures to confirm the proper identity of class members, and any other alleged violations of state and federal laws that govern the collection and storage of consumer financial information and the electronic distribution of funds. The Parties expressly agree that any person or entity that is not a party to this Settlement Agreement and receives a release under this Settlement Agreement is an intended third-party beneficiary of this Settlement Agreement.

132 Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code or any similar statute, regulation, rule, or ordinance, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

133 Plaintiff and Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Settlement Class Members

acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement Agreement but that it is their intention to release, fully, finally, and forever, all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

134 Covenant Not to Sue. Plaintiff agrees and covenants, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

XIV. TERMINATION OF AGREEMENT

141 Either Side May Terminate the Agreement. Plaintiff and Defendant shall each have the right to unilaterally terminate this Agreement by providing written notice of his, her, their, or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in a way that is material, unless such modification or amendment is accepted in writing by all Parties;

d. the Effective Date does not occur;

e. prior to the sending of class notice described in Section 8.1, i.e., within 15 business days after preliminary settlement approval, the FCC issues any rule, order, guidance, or finding regarding the interpretation of automatic telephone dialing system or other issue related (in the sole determination of the acting party) to the Action, in which case the acting party shall pay all reasonable fees and costs of the non-acting party incurred in connection with this Settlement Agreement in an amount not to exceed \$50,000; or

f. any other ground for termination provided for elsewhere in this Agreement occurs.

14.2 Termination if Large Number of Opt-Outs. If, at the conclusion of the Opt-Out Deadline, more than 500 Settlement Class Members have opted out of the Settlement, the Defendant shall have, in its sole and absolute discretion, the option to terminate this Agreement within ten (10) business days after the Opt-Out Deadline.

14.3 Revert to Status Quo. If either Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement shall be of no force and effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination shall not be refunded to Defendant.

XV. NO ADMISSION OF LIABILITY

15.1 Defendant denies any liability or wrongdoing of any kind associated with the alleged claims in the operative complaint. Defendant has denied, and continues to deny, each

and every material factual allegation and all claims asserted against it in the Action. Nothing herein shall constitute an admission by Defendant of wrongdoing or liability or of the truth of any allegations in the Action. Nothing herein shall constitute an admission by Defendant that the Action is properly brought on a class or representative basis, or that a class may be certified, other than for settlement purposes. To this end, the settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the allegations in the Action; (ii) are not and shall not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative proceeding in any court, arbitration forum, administrative agency or other tribunal; and, (iii) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

152 Pursuant to Federal Rules of Evidence Rule 408 and any similar provisions under the laws of other states, neither this Agreement nor any related documents filed or created in connection with this Agreement shall be admissible as evidence in any proceeding except as necessary to approve, interpret or enforce this Agreement.

XVI. MISCELLANEOUS

161 Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the Parties. No representations, warranties or inducements have been made to any of the Parties other than those representations, warranties, and covenants contained in this Agreement.

162 Representation by Counsel. Class Counsel for Plaintiff represent and warrant

that they are not currently aware of any individuals or entities seeking representation and are not currently retained to represent any individuals or entities, other than Plaintiff and Andrew Kim, with claims against the Released Parties.

163 Representation by Counsel of Additional Claimants. Class Counsel for Plaintiff further represent and warrant that, to the extent they have made contact with persons who claim to have information relevant to the claims, Class Counsel for Plaintiff are not aware of legal claims that such persons claim to have against Defendant and are not currently retained to represent such individuals. Class Counsel for Plaintiff additionally agree to disclose to Defendant the number of such individuals and, in general terms, the nature of their allegations, including evidence they claimed to possess regarding the Released Parties, without disclosing any attorney-client privileged and/or work-product protected information.

164 Mutual Non-Disparagement. The Parties, only to the extent they or their employees have knowledge of the Action, agree that they will not disparage or defame each other's performance and conduct, or the performance and conduct of past, present, and future directors, officers, managers, employees, shareholders, parent companies, general partners, limited partners, principals, subsidiaries, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, or each of their respective executors, successors, assigns, and legal representatives members, agents or employees, for any and all reasons that arise out of, or relate in any way to, the Action or any and all facts and allegations that gave rise to the Action.

165 Governing Law. This Agreement shall be governed by the laws of the State of Washington.

166 No Construction Against Drafter. This Agreement was drafted jointly by the

Parties, and in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

167 Resolution of Disputes. The Parties shall cooperate in good faith in the administration of this Settlement Agreement. Any unresolved dispute(s) regarding the administration of this Agreement shall be decided by the Court or by a mediator upon agreement of the Parties.

168 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and, together, shall constitute one and the same instrument.

169 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties without further notice to the Settlement Class members.

1610 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

1611 No Oral Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by a duly authorized agent of Defendant and Plaintiffs, and approved by the Court.

1612 Notices. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax, or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Daniel M. Hutchinson, Esq.
Lieff Cabraser Heimann & Bernstein,
LLP 275 Battery Street, 29th Floor
San Francisco, CA 94111-
3339 Telephone: (415) 956-
1000 dhutchinson@lchb.com

If to counsel for A Place for Mom:

James G. Snell
Perkins Coie LLP
3150 Porter Drive
Palo Alto, CA 94304-1212
Telephone: (650) 838-4367
jsnell@perkinscoie.com

DATED: November ____, 2019

By: _____
Plaintiff, Kevin Pine

DATED: November ____, 2019

By: _____
Andrew Kim

DATED: November ____, 2019

A Place for Mom, Inc.

By: _____
Andrew Porter, General Counsel

DATED: November ____, 2019

PERKINS COIE LLP

By: _____
James G. Snell
Attorneys for Defendant, A Place for Mom,
Inc.

DATED: November ____, 2019

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

By: _____
Daniel M. Hutchinson

Attorneys for Plaintiff, Kevin Pine

DATED: November ____, 2019

KOZONIS & KLINGER, LTD.

By: _____
Gary M. Klinger
Attorneys for Plaintiff, Kevin Pine

DATED: November ____, 2019

HUSSIN LAW FIRM

By: _____
Tammy Hussin
Attorneys for Plaintiff, Kevin Pine

DATED: November ____, 2019

By: _____
Plaintiff, Kevin Pine

FRANK FREED SUBIT & THOMAS LLP

DATED: November ____, 2019

By: _____
Michael Subit
Attorneys for Plaintiff, Kevin Pine

Telephone: (650) 838-4367
jsnell@perkinscoie.com

DATED: November __, 2019

By: _____
Plaintiff, Kevin Pine

DATED: November __, 2019

By: _____
Andrew Kim

DATED: November __, 2019

A Place for Mom, Inc.

By:  _____
Andrew Porter, General Counsel

DATED: November __, 2019

PERKINS COIE LLP

By: _____
James G. Snell
Attorneys for Defendant, A Place for Mom, Inc.

DATED: November __, 2019

LIEFF CABRASER HEIMANN & BERNSTEIN,
LLP

By: _____
Daniel M. Hutchinson
Attorneys for Plaintiff, Kevin Pine

DATED: November __, 2019

KOZONIS & KLINGER, LTD.

By: _____
Gary M. Klinger
Attorneys for Plaintiff, Kevin Pine

DATED: November __, 2019

HUSSIN LAW FIRM

By: _____
Tammy Hussin
Attorneys for Plaintiff, Kevin Pine

DATED: November __, 2019

By: _____

Telephone: (650) 838-4367
jsnell@perkinscoie.com

DATED: November ____, 2019

By: _____
Plaintiff, Kevin Pine

DATED: November ____, 2019

By: _____
Andrew Kim

DATED: November ____, 2019

A Place for Mom, Inc.

By: _____
Andrew Porter, General Counsel

DATED: November ____, 2019

PERKINS COIE LLP

By:  _____
James G. Snell
Attorneys for Defendant, A Place for Mom, Inc.

DATED: November ____, 2019

LIEFF CABRASER HEIMANN & BERNSTEIN,
LLP

By: _____
Daniel M. Hutchinson
Attorneys for Plaintiff, Kevin Pine

DATED: November ____, 2019

KOZONIS & KLINGER, LTD.

By: _____
Gary M. Klinger
Attorneys for Plaintiff, Kevin Pine

DATED: November ____, 2019

HUSSIN LAW FIRM

By: _____
Tammy Hussin
Attorneys for Plaintiff, Kevin Pine

DATED: November ____, 2019

By: _____
Plaintiff, Kevin Pine

FRANK FREED SUBIT & THOMAS LLP

DATED: November ____, 2019

By: _____
Michael Subit
Attorneys for Plaintiff, Kevin Pine

Telephone: (650) 838-4367
jsnell@perkinscoie.com

DATED: November 06, 2019

DocuSigned by:
By: Kevin Pine
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Plaintiff, Kevin Pine

DATED: November Date, 2019

DocuSigned by:
By: Andy Kim
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Andrew Kim

DATED: November ____, 2019

A Place for Mom, Inc.

By: _____
Andrew Porter, General Counsel

DATED: November ____, 2019

PERKINS COIE LLP

By: _____
James G. Snell
Attorneys for Defendant, A Place for Mom, Inc.

DATED: November 6, 2019

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

DocuSigned by:
By: Daniel Hutchinson
AE862B735EB3425...
Daniel M. Hutchinson
Attorneys for Plaintiff, Kevin Pine

DATED: November 6, 2019

KOZONIS & KLINGER, LTD.

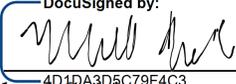
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By: Gary Klinger
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Gary M. Klinger
Attorneys for Plaintiff, Kevin Pine

DATED: November 6, 2019

HUSSIN LAW FIRM
DocuSigned by:
By: Tammy Hussin
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Tammy Hussin
Attorneys for Plaintiff, Kevin Pine

DATED: November ^{Date} ____, 2019

FRANK FREED SUBIT & THOMAS LLP

By:  _____
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Michael Subit

Attorneys for Plaintiff, Kevin Pine

EXHIBIT A1

EXHIBIT A2

EXHIBIT B1

Legal Notice

If you received a non-emergency call from A Place for Mom to a cellular telephone, you will receive a payment from a class action settlement.

A Settlement has been reached in a putative class action lawsuit alleging that A Place for Mom, Inc. (“APFM”) used an automatic telephone dialing system to call cell phones without the prior express written consent of the recipients. APFM denies that it did anything wrong and the Court has not decided who is right.

Who Is Included? The Court decided that the Settlement Class includes all individuals who received a non-emergency Call from APFM, or any party acting on its behalf, to a cellular telephone between August 7, 2013 and August 15, 2019.

What Are the Settlement Terms? A Settlement Fund of \$6,000,000 has been established to pay Class Members, attorneys’ fees and costs, service awards, and settlement administration costs and expenses. Each Class Member can choose to receive a cash payment or make a cash donation to the Fisher Center for Alzheimer’s Research Foundation, a non-profit charity approved by the Court, but you cannot choose both. Plaintiff’s counsel estimate that the Settlement Award to each Class Member will be in the range of \$40.00.

How Can I Get a Payment or Make a Donation from the Settlement Fund? You do not need to take any action to receive a payment via check from the Settlement Fund. To receive an electronic payment or make a donation to the Court-approved non-profit charity, you must submit a payment selection form. You can submit your payment selection form online, or by mail. The amount of the final cash payment or donation will depend on the total number of Class Members who receive payment. The payment selection form deadline is **DATE**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will release claims against **APFM**. You may object to the Settlement by **DATE**. The Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a Hearing on **DATE** to consider whether to approve the Settlement, a request for attorneys’ fees of up to \$1,500,000, costs up to \$75,000, and a service payment of up to \$12,500 to the named plaintiffs. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. **For more information, including the Settlement Agreement and Class Counsel’s application for attorneys’ fees and costs, call or visit the website.**

WEBSITE

PHONE

EXHIBIT B2

Legal Notice

If you received a non-emergency call from A Place for Mom to a cellular telephone, you may be eligible to receive a payment from a class action settlement.

A Settlement has been reached in a putative class action lawsuit alleging that A Place for Mom, Inc. (“APFM”) used an automatic telephone dialing system to call cell phones without the prior express written consent of the recipients. APFM denies that it did anything wrong and the Court has not decided who is right.

Who Is Included? The Court decided that the Settlement Class includes all individuals who received a non-emergency Call from APFM, or any party acting on its behalf, to a cellular telephone between August 7, 2013 and August 15, 2019.

What Are the Settlement Terms? A Settlement Fund of \$6,000,000 has been established to pay valid claims, attorneys’ fees and costs, service awards, and settlement administration costs and expenses. Each Class Member can choose to receive a cash payment or make a cash donation to the Fisher Center for Alzheimer’s Research Foundation, a non-profit charity approved by the Court, but you cannot choose both. Plaintiff’s counsel estimate that the Settlement Award to each Class Member who submits a valid and timely claim form will be in the range of \$40.00.

How Can I Get a Payment or Make a Donation from the Settlement Fund? To get a payment in the form of a check or electronic payment, or make a donation to the Court-approved non-profit charity, you must submit a claim. You can submit your claim online, or by mail. The amount of the final cash payment or donation will depend on the total number of valid and timely claims filed by all Class Members. The claim deadline is **DATE**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will release claims against **APFM**. You may object to the Settlement by **DATE**. The Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a Hearing on **DATE** to consider whether to approve the Settlement, a request for attorneys’ fees of up to \$1,500,000, costs up to \$75,000, and a service payment of up to \$12,500 to the named plaintiffs. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. **For more information, including the Settlement Agreement and Class Counsel’s application for attorneys’ fees and costs, call or visit the website.**

WEBSITE

PHONE

EXHIBIT C1

United States District Court for the Western District of Washington

If you received a non-emergency call from A Place for Mom to a cellular telephone, you will receive a payment from a class action settlement.

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

- Plaintiffs brought a lawsuit alleging that A Place for Mom, Inc. (“APFM”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* by using an automatic telephone dialing system to place non-emergency calls to cell phones without the recipients’ prior express written consent. APFM denies all liability and all allegations of wrongful conduct in the lawsuit.
- A settlement has been reached in this case and affects individuals who:
 - received a nonemergency Call from APFM, or any party acting on its behalf, to a cellular telephone between August 7, 2013 and August 15, 2019.
- The Settlement, if approved, would provide \$6,000,000 to pay those who received any of the above-described calls from APFM, as well as to pay Plaintiffs’ attorneys’ fees, costs, a service award for the named plaintiffs, and the administrative costs of the settlement; it avoids the further cost and risk associated with continuing the lawsuits; it pays money to recipients of the calls; and it releases APFM from further liability. Each Class Member can choose either a cash payment or a cash donation to a non-profit charity approved by the Court, but you cannot choose both.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

Questions? Call **PHONE** or visit **WEBSITE**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Get a Cash Payment via check or electronic payment	If you do nothing, you will automatically receive a settlement payment via check. If you prefer payment via electronic payment, you can submit a payment selection form and a valid email address online at WEBSITE or by mail to ADDRESS .
Make a Donation to the Court-Approved Non-Profit Charity	Many people who received calls from APFM were looking for senior living options for themselves or a loved one. The Settlement therefore gives each Class Member the option to donate a portion of the Settlement Fund to the Fisher Center for Alzheimer's Research Foundation, a non-profit charity that serves the needs of senior citizens. You can submit a payment selection form online at WEBSITE or by mail to ADDRESS .
Exclude Yourself OR "Opt Out" of the Settlement	You are not required to participate in the Settlement. You have the right to exclude yourself from the Class and the Settlement by taking certain steps outlined in this Notice.
Object	Write to the Court about why you believe the Settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

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 and donations will be made if the Court approves the Settlement. Please be patient.

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3. Why is there a Settlement?

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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 your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, 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 extremely important that you read this Notice carefully.

If you received a postcard or email Notice, it is because, according to APFM's records, you received a non-emergency call from APFM to a cellular telephone between August 7, 2013 and August 15, 2019. The Court in charge of the case is the United District Court for the Western District of Washington, and the case is known as *Pine v. A Place for Mom, Inc.*, United States District Court, Western District of Washington, Case No. 2:17-cv-01826-TSZ, before Judge Thomas S. Zilly. The person who sued on behalf of the class is called the Plaintiff, and the company he sued, A Place for Mom, Inc. ("APFM"), is called the Defendant.

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. One or more representative plaintiffs, also known as "class representatives," assert claims on behalf of the entire class.

The Representative Plaintiff filed this case against Defendant alleging that APFM violated the Telephone Consumer Protection Act ("TCPA") by using an automatic telephone dialing system to call cell phones without the prior express written consent of the recipients.

APFM denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost and uncertainty of a trial, and the people alleged to be affected will get compensation. The Representative Plaintiff and his attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

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

The Settlement applies to Class Members, who are described as all persons within the United States who, between August 7, 2013 and August 15, 2019, received a nonemergency Call from Defendant, or any party acting on its behalf, to a cellular telephone.

If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call **PHONE** or visit **WEBSITE** for more information.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the Settlement provide?

APFM has agreed to pay a total settlement amount of \$6,000,000 which will be used to create a Settlement Fund to pay cash Settlement Awards to Class Members, Cash Donations to a non-profit charity for Class Members, Plaintiff's attorney fees and costs, any service award to the Representative Plaintiff, and

expenses of settlement administration.

HOW YOU GET A PAYMENT OR MAKE A DONATION

6. How and when can I get a payment?

Each Class Member can choose to receive a cash payment or make a cash donation to a non-profit charity approved by the Court, but you cannot choose both.

Each Class Member who does nothing will automatically receive a cash payment via check. Each Class member who prefers electronic payment may submit a Payment Selection Form choosing an electronic payment.

A Settlement Award is a cash payment that will be issued by check or electronic payment. Plaintiff's counsel estimate that the Settlement Award to each Class Member will be in the range of \$40.00. The final cash payment amount will depend on the total number of Class Members.

Payment Selection Forms may be submitted **by no later than DATE** electronically at **WEBSITE**, or by mail to:

APFM TCPA Settlement Administrator

ADDRESS

The Court will hold a hearing on _____, ____ to decide whether to approve the Settlement. Please be patient.

7. How and when can I make a donation?

Each Class Member can choose to make a Cash Donation to a non-profit charity approved by the Court or receive a Cash Payment, but you cannot choose both. Each Class Member who submits a Payment Selection Form electing a donation will make a Cash Donation to the non-profit charity approved by the Court.

A Cash Donation is a direct payment to the Fisher Center for Alzheimer's Research Foundation, a non-profit charity approved by the Court. Many people who received calls from APFM were looking for senior living options for themselves or a loved one. The Settlement therefore gives each Class Member the option to donate a portion of the Settlement Fund to a non-profit charity that serves the needs of senior citizens.

Plaintiff's counsel estimate that the Cash Donation for each Class Member will be in the range of \$40.00. The final Donation amount will depend on the total number of Class Members.

Payment Selection Forms may be submitted **by no later than DATE** electronically at **WEBSITE** or by mail to:

Questions? Call **PHONE** or visit **WEBSITE**

APFM TCPA Settlement Administrator

ADDRESS

The Court will hold a hearing on _____, ____ to decide whether to approve the Settlement. Please be patient.

8. What am I giving up to get a payment or stay in the Class?

If you are a Class Member, unless you exclude yourself, that means that you will release claims against A Place for Mom and can't sue, continue to sue, or be part of any other lawsuit against A Place for Mom for such released claims and all of the decisions and judgments by the Court will bind you.

For non-emergency telemarketing calls made to a cellular phone number using an automatic telephone dialing system, without the prior express written consent of the called party, the TCPA provides for damages of \$500 per call, or \$1,500 for willful violations. However, APFM has denied that it made any illegal calls to anyone because it calls people who provide their telephone number in connection with a request for information about senior living, and in any future lawsuit A Place for Mom will have a full range of potential defenses, including that it had the required consent to make the calls and that such calls were not telemarketing calls and were not made using an automatic telephone dialing system, among other things. In addition, please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you file a Payment Selection Form or do nothing at all, you will release A Place for Mom from liability.

Remaining in the Class means that you, as well as your respective assigns, heirs, executors, administrators, successors and agents, hereby release, resolve, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below). You further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which you may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency, or with any administrative or advisory body, arising from the Released Claims. "Released Claims" means 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 the Final Approval Order, including those that (1) arise out of any alleged violation of the TCPA by the Released Parties including in contacting or attempting to contact Settlement Class Members via non-emergency Calls to cellular telephones, to the fullest extent those terms are used, defined or interpreted by the TCPA and relevant regulatory or administrative promulgations and case law, or (2) arise from the administration of this Settlement, including all claims arising from or related to any alleged data breaches, failures to comply with state and federal privacy laws, failures to confirm the proper identity of class members and any other alleged violations of state and federal laws that govern the collection and storage of consumer financial information and the electronic distribution of funds. "Released Parties" means Defendant and its past, present, and future directors, officers, managers, employees, contractors, shareholders, parent companies, general partners, limited partners, principals, subsidiaries, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns and legal representatives; TELUS International (U.S.) Corporation; TPUSA-FHCS, Inc. fka Aegis USA, Inc.; Working Solutions, LLC; Tree Rings, LLC (and other entities and individuals at those entities placing calls on Defendant's behalf); and Defendant's

senior housing partners, including independent living, assisted living and memory care facilities, senior day care and home care providers, senior apartment facilities, skilled nursing facilities and residential care homes that made calls to Settlement Class Members using telephone numbers provided by Defendant.

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 Class Members who timely opt-out of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this Settlement, then you must take the steps below to exclude yourself from the Settlement.

9. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit your Exclusion Request Form electronically at **WEBSITE** or mail your Exclusion Request Form **postmarked no later than DATE**, to:

APFM TCPA Settlement Administrator
ADDRESS

If you ask to be excluded, you will not get any Settlement Award or make any Donation, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

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: Lief Cabraser Heimann & Bernstein, LLP, Kozonis & Klinger, Ltd., Hussin Law Firm, and Frank Freed Subit & Thomas LLP.

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

11. How will the lawyers and class representative be paid?

Class Counsel will submit a motion asking the Court to approve payment of no more than \$1,500,000 (not more than 25% of the Settlement Fund) and costs of no more than **\$75,000** to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request an award of one service payment of \$10,000 to the Class Representative and \$2,500 to the former plaintiff, in 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 Settlement Fund. **A copy of Class Counsel's application for attorneys' fees and costs is available on the Settlement Website.**

Any objection to Class Counsel's application for attorneys' fees and costs may be submitted to the Settlement Administrator, and must be postmarked, no later than **DATE**.

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?

You can tell the Court that you don't agree with the Settlement or some part of it. If you are a Class Member, you can object to the Settlement 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 send a letter saying that you object to the proposed Settlement in *Pine v. A Place for Mom, Inc.*, No. 2:17-cv-01826-TSZ (W.D. Wash.). Be sure to include your full name, address, telephone number, the reasons you object to the Settlement and whether you intend to appear at the fairness hearing on your own behalf or through counsel. **Your objection to the Settlement must be postmarked no later than DATE.**

The objection must be mailed to:

APFM TCPA Settlement Administrator
ADDRESS

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 _____ on _____, _____, _____ at the United States District Court for the Western District of Washington, **700 Stewart Street, Courtroom 15206, Seattle, WA 98101-9906**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. 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.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing in writing or by simply appearing at the hearing. If you send a letter, state that you intend to appear at the Fairness Hearing in *Pine v. A Place for Mom, Inc.*, No. 2:17-cv-01826-TSZ (W.D. Wash.). Be sure to include your full name, address, and telephone number. Your letter stating your notice of intention to appear should be sent to the Settlement Administrator. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, and are a Class Member, you will receive a payment automatically via check after the Court approves the Settlement. You will be bound by the judgment against APFM and you will release claims against APFM.

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 **NUMBER**, writing to: APFM TCPA Settlement Administrator, **ADDRESS**; or visiting the website at **WEBSITE**, where you will find answers to common questions about the Settlement, a payment selection form, plus other information to help you determine whether you are a Class Member and whether you are eligible to choose a payment or make a donation.

EXHIBIT C2

United States District Court for the Western District of Washington

If you received a non-emergency call from A Place for Mom to a cellular telephone, you may be eligible to receive a payment from a class action settlement.

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

- Plaintiffs brought a lawsuit alleging that A Place for Mom, Inc. (“APFM”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* by using an automatic telephone dialing system to place non-emergency calls to cell phones without the recipients’ prior express written consent. APFM denies all liability and all allegations of wrongful conduct in the lawsuit.
- A settlement has been reached in this case and affects individuals who:
 - received a nonemergency Call from APFM, or any party acting on its behalf, to a cellular telephone between August 7, 2013 and August 15, 2019.
- The Settlement, if approved, would provide \$6,000,000 to pay any and all claims from those who received any of the above-described calls from APFM, as well as to pay Plaintiffs’ attorneys’ fees, costs, a service award for the named plaintiffs, and the administrative costs of the settlement; it avoids the further cost and risk associated with continuing the lawsuits; it pays money to recipients of the calls who make valid and timely claims; and it releases APFM from further liability. Each Class Member can submit a claim form choosing either a cash payment or a cash donation to a non-profit charity approved by the Court, but you cannot choose both.
- **Your legal rights are affected whether you act or don't act. Read this notice carefully.**

Questions? Call **PHONE** or visit **WEBSITE**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Get a Cash Payment	This is the only way to get a payment from the Settlement. You can submit a valid and timely claim form online at WEBSITE or by mail to ADDRESS . If you fail to do so, you will not receive a settlement payment.
Make a Donation to the Court-Approved Non-Profit Charity	Many people who received calls from APFM were looking for senior living options for themselves or a loved one. The Settlement therefore gives each Class Member the option to donate a portion of the Settlement Fund to the Fisher Center for Alzheimer's Research Foundation a non-profit charity that serves the needs of senior citizens. You can submit a valid and timely claim form online at WEBSITE or by mail to ADDRESS .
Do Nothing	Get no payment but remain in the Class. You will be bound by the judgment against APFM and you will release claims against APFM.
Exclude Yourself OR "Opt Out" of the Settlement	You are not required to participate in the Settlement. You have the right to exclude yourself from the Class and the Settlement by taking certain steps outlined in this Notice.
Object	Write to the Court about why you believe the Settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

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 and donations will be made if the Court approves the Settlement. 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 your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, 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 extremely important that you read this Notice carefully.

If you received a postcard or email Notice, it is because, according to APFM's records, you may have received a non-emergency call from APFM to a cellular telephone between August 7, 2013 and August 15, 2019. The Court in charge of the case is the United District Court for the Western District of Washington, and the case is known as *Pine v. A Place for Mom, Inc.*, United States District Court, Western District of Washington, Case No. 2:17-cv-01826-TSZ, before Judge Thomas S. Zilly. The person who sued on behalf of the class is called the Plaintiff, and the company he sued, A Place for Mom, Inc. ("APFM"), is called the Defendant.

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. One or more representative plaintiffs, also known as "class representatives," assert claims on behalf of the entire class.

The Representative Plaintiff filed this case against Defendant alleging that APFM violated the Telephone Consumer Protection Act ("TCPA") by using an automatic telephone dialing system to call cell phones without the prior express written consent of the recipients.

APFM denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost and uncertainty of a trial, and the people alleged to be affected will get compensation. The Representative Plaintiff and his attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

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

The Settlement applies to Class Members, who are described as all persons within the United States who, between August 7, 2013 and August 15, 2019, received a nonemergency Call from Defendant, or any party acting on its behalf, to a cellular telephone.

If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call **PHONE** or visit **WEBSITE** for more information.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the Settlement provide?

APFM has agreed to pay a total settlement amount of \$6,000,000 which will be used to create a Settlement Fund to pay cash Settlement Awards to Class Members, Cash Donations to a non-profit charity for Class Members, Plaintiff's attorney fees and costs, any service award to the Representative Plaintiff, and

expenses of settlement administration.

HOW YOU GET A PAYMENT OR MAKE A DONATION

6. How and when can I get a payment?

Each Class Member can choose to receive a cash payment or make a cash donation to a non-profit charity approved by the Court, but you cannot choose both. Each Class Member who submits a valid and timely Claim Form electing a cash payment will receive a Settlement Award.

A Settlement Award is a cash payment that will be issued by check or electronic payment. Plaintiff's counsel estimate that the Settlement Award to each Class Member who submits a valid and timely claim form will be in the range of \$40.00. The final cash payment amount will depend on the total number of valid and timely claims filed by all Class Members.

Claims may be submitted **by no later than DATE** electronically at **WEBSITE**, or by mail to:

APFM TCPA Settlement Administrator

ADDRESS

The Court will hold a hearing on _____, ____ to decide whether to approve the Settlement. Please be patient.

7. How and when can I make a donation?

Each Class Member can choose to make a Cash Donation to a non-profit charity approved by the Court or receive a Cash Payment, but you cannot choose both. Each Class Member who submits a valid and timely Claim Form electing a donation will make a Cash Donation to the non-profit charity approved by the Court.

A Cash Donation is a direct payment to the Fisher Center for Alzheimer's Research Foundation, a non-profit charity approved by the Court. Many people who received calls from APFM were looking for senior living options for themselves or a loved one. The Settlement therefore gives each Class Member the option to donate a portion of the Settlement Fund to a non-profit charity that serves the needs of senior citizens.

Plaintiff's counsel estimate that the Cash Donation for each Class Member who submits a valid and timely claim form will be in the range of \$40.00. The final Donation amount will depend on the total number of valid and timely claims filed by all Class Members.

Claims may be submitted **by no later than DATE** electronically at **WEBSITE** or by mail to:

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Questions? Call **PHONE** or visit **WEBSITE**

The Court will hold a hearing on _____ , ____ to decide whether to approve the Settlement. Please be patient.

8. What am I giving up to get a payment or stay in the Class?

If you are a Class Member, unless you exclude yourself, that means that you will release claims against A Place for Mom and can't sue, continue to sue, or be part of any other lawsuit against A Place for Mom for such released claims and all of the decisions and judgments by the Court will bind you.

For non-emergency telemarketing calls made to a cellular phone number using an automatic telephone dialing system, without the prior express written consent of the called party, the TCPA provides for damages of \$500 per call, or \$1,500 for willful violations. However, APFM has denied that it made any illegal calls to anyone because it calls people who provide their telephone number in connection with a request for information about senior living, and in any future lawsuit A Place for Mom will have a full range of potential defenses, including that it had the required consent to make the calls and that such calls were not telemarketing calls and were not made using an automatic telephone dialing system, among other things. In addition, please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you file a Claim Form for benefits or do nothing at all, you will release A Place for Mom from liability.

Remaining in the Class means that you, as well as your respective assigns, heirs, executors, administrators, successors and agents, hereby release, resolve, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below). You further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which you may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency, or with any administrative or advisory body, arising from the Released Claims. "Released Claims" means 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 the Final Approval Order, including those that (1) arise out of any alleged violation of the TCPA by the Released Parties including in contacting or attempting to contact Settlement Class Members via non-emergency Calls to cellular telephones, to the fullest extent those terms are used, defined or interpreted by the TCPA and relevant regulatory or administrative promulgations and case law, or (2) arise from the administration of this Settlement, including all claims arising from or related to any alleged data breaches, failures to comply with state and federal privacy laws, failures to confirm the proper identity of class members and any other alleged violations of state and federal laws that govern the collection and storage of consumer financial information and the electronic distribution of funds. "Released Parties" means Defendant and its past, present, and future directors, officers, managers, employees, contractors, shareholders, parent companies, general partners, limited partners, principals, subsidiaries, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns and legal representatives; TELUS International (U.S.) Corporation; TPUSA-FHCS, Inc. fka Aegis USA, Inc.; Working Solutions, LLC; Tree Rings, LLC (and other entities and individuals at those entities placing calls on Defendant's behalf); and Defendant's senior housing partners, including independent living, assisted living and memory care facilities, senior day care and home care providers, senior apartment facilities, skilled nursing facilities and residential care homes that made calls to Settlement Class Members using telephone numbers provided by Defendant.

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 Class Members who timely opt-out of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this Settlement, then you must take the steps below to exclude yourself from the Settlement.

9. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit your Exclusion Request Form electronically at **WEBSITE** or mail your Exclusion Request Form **postmarked no later than DATE**, to:

APFM TCPA Settlement Administrator
ADDRESS

If you ask to be excluded, you will not get any Settlement Award or make any Donation, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

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: Lief Cabraser Heimann & Bernstein, LLP, Kozonis & Klinger, Ltd., Hussin Law Firm, and Frank Freed Subit & Thomas LLP.

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

11. How will the lawyers and class representative be paid?

Class Counsel will submit a motion asking the Court to approve payment of no more than \$1,500,000 (not more than 25% of the Settlement Fund) and costs of no more than **\$75,000** to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request an award of one service payment of \$10,000 to the Class Representative and \$2,500 to the former plaintiff, in 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 Settlement Fund. **A copy of Class Counsel's application for attorneys' fees and costs is available on the Settlement Website.**

Any objection to Class Counsel's application for attorneys' fees and costs may be submitted to the Settlement Administrator, and must be postmarked, no later than **DATE**.

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?

You can tell the Court that you don't agree with the Settlement or some part of it. If you are a Class Member, you can object to the Settlement 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 send a letter saying that you object to the proposed Settlement in *Pine v. A Place for Mom, Inc.*, No. 2:17-cv-01826-TSZ (W.D. Wash.). Be sure to include your full name, address, telephone number, the reasons you object to the Settlement and whether you intend to appear at the fairness hearing on your own behalf or through counsel. **Your objection to the Settlement must be postmarked no later than DATE.**

The objection must be mailed to:

APFM TCPA Settlement Administrator
ADDRESS

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 _____ on _____, _____, _____ at the United States District Court for the Western District of Washington, **700 Stewart Street, Courtroom 15206, Seattle, WA 98101-9906**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. 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.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing in writing or by simply appearing at the hearing. If you send a letter, state that you intend to appear at the Fairness Hearing in *Pine v. A Place for Mom, Inc.*, No. 2:17-cv-01826-TSZ (W.D. Wash.). Be sure to include your full name, address, and telephone number. Your letter stating your notice of intention to appear should be sent to the Settlement Administrator. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, and are a Class Member, you will not receive a payment after the Court approves the Settlement. In order to receive a payment, you must submit a timely, valid claim form. You will be bound by the judgment against APFM and you will release claims against APFM.

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 Claims Administrator toll-free at **NUMBER**, writing to: APFM TCPA Settlement Administrator, **ADDRESS**; or visiting the website at **WEBSITE**, where you will 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 to choose a payment or make a donation.

EXHIBIT D

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THE HONORABLE THOMAS S. ZILLY

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

<p>KEVIN PINE, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>A PLACE FOR MOM, INC., a Delaware corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 17-cv-1826</p> <p>[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND DIRECTION OF NOTICE UNDER RULE 23(E)</p>
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THIS MATTER came before the Court on Plaintiff Kevin Pine’s Motion for Preliminary Approval of Class Action Settlement (Dkt. xxx).

Subject to Court approval, Plaintiff Kevin Pine (“Plaintiff” or “Settlement Class Representative”) and A Place for Mom, Inc. (“APFM,” or “Defendant”) entered into an Amended Settlement Agreement dated November 1, 2019, in proposed settlement of this Action (together with its exhibits, the “Agreement”).

Application has been made for preliminary approval of the settlement set forth in the Agreement (the “Settlement”), upon the terms and conditions in the Agreement. The Court has received and reviewed (1) the Agreement and all exhibits attached thereto; (2) Plaintiff’s Memorandum in Support of the Motion for Preliminary Approval of Settlement, Conditional

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL
Case No. 17-cv-1826

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
2101 Fourth Avenue, Suite 1900
Seattle, WA 98121
Tel: (206) 739-9059

1 Certification of the Settlement Class, Approval of Notice Plan, and Setting of Final Approval
2 Hearing and all exhibits attached thereto; and (3) all other pleadings and matters of record.

3 The Court preliminarily considered the Settlement to determine, among other things,
4 whether the Settlement is sufficient to warrant the issuance of notice to members of the
5 Settlement Class (as defined below). Having considered the Agreement, the briefs and all other
6 materials submitted by the parties, the arguments of counsel, and all other matters, and good
7 cause appearing therefor, it is hereby ORDERED as follows:

8 1. Preliminary Approval of Proposed Settlement. The proposed Settlement appears
9 to be the product of intensive, thorough, serious, informed, and non-collusive negotiations
10 overseen by the Hon. Edward A. Infante (Ret.); has no obvious deficiencies; does not improperly
11 grant preferential treatment to the Settlement Class Representative or segments of the Class; and
12 appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed
13 to the Class Members, and a Final Approval Hearing should be set.

14 2. The Settlement Class Definition. “Class” or “Settlement Class” means, for
15 purposes of this Class Action Settlement only, all persons within the United States who, between
16 August 7, 2013 and August 15, 2019, received a nonemergency Call from Defendant, or any
17 party acting on its behalf, to a cellular telephone. “Locate Class Members” means those persons
18 who are known members of the Settlement Class who A Place for Mom called after their cell
19 phone numbers were provided through the websites listed at Exhibit E to the Settlement
20 Agreement. All Locate Class Members are therefore also Settlement Class Members. “Non-
21 Locate Class Member” means those persons for whom Defendant possesses a phone number and
22 email address who are not Locate Class Members but are members of the Settlement Class and
23 who may not have consented to receive calls from Defendant .
24

25 3. Class Representative. Plaintiff is designated as class representative.

26 4. Class Counsel. The Court appoints Lief Cabraser Heimann & Bernstein, LLP;

1 Kozonis & Klinger, Ltd.; Hussin Law Firm; and Frank Freed Subit & Thomas LLP as Class
2 Counsel. The Court finds that counsel is competent and capable of exercising all responsibilities
3 as Class Counsel for the Settlement Class.

4 5. Preliminary Findings. With regard to the Settlement Class, the Court makes the
5 following preliminary findings:

6 a. The Court finds that it will likely be able to approve, under Rule 23(e)(2),
7 the proposed Settlement Class as defined above.

8 b. The Court furthermore finds that it will likely be able to certify the class
9 for purposes of judgment, because the Settlement Class and Settlement Class Representative
10 likely meet the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a)(1)-
11 (4), and the predominance requirement of Rule 23(b)(3).

12 6. Notice to Class Members. Under Rule 23(c)(2), the Court finds that the content,
13 format, and method of disseminating Notice, as set forth in the Settlement Agreement, including
14 email notice to all Class Members, is appropriate notice, satisfies all requirements provided in
15 Rule 23(c)(2)(A) and due process, and is reasonable within the meaning of Rule 23(e)(1)(B). The
16 Court hereby approves such notice, appoints KCC as the Settlement Administrator, and directs
17 that such notice be initiated in the manner set forth in the proposed Settlement Agreement to
18 Class Members under Rule 23(e)(1) within fifteen (15) business days following entry of this
19 Order as follows.

20 a. Mail Notice. The Settlement Administrator shall provide individual notice
21 via first class mail to all Locate Class Members. The Settlement Administrator shall determine
22 the last known address of Locate Class Members by using the Defendant's Notice Database and
23 utilizing best efforts to: (i) check each address against the United States Post Office National
24 Change of Address Database, (ii) for each mailing returned as undeliverable and with no
25 forwarding address provided or for each Locate Class Member for which no mailing address is
26 found the Notice Database, conduct a skip trace search, utilizing a third-party vendor database

1 such as LexisNexis, (iii) update addresses based on any forwarding information received from the
2 United States Post Office; and (iv) update addresses based on verified requests received from
3 persons in the Locate Settlement Class.

4 b. Email Notice. The Settlement Administrator shall provide individual
5 notice via email to all Non-Locate Class Members. The Settlement Administrator shall use the
6 Notice Database to obtain each Class Member’s last known email address where available. For
7 each email returned as undeliverable and with no forwarding email address provided, the
8 Settlement Administrator shall conduct a search using the corresponding telephone number in the
9 Notice Database and promptly re-mail email notice to the updated email address. The Settlement
10 Administrator shall also update email addresses based on verified requests received from Non-
11 Locate Settlement Class Members.

12 c. Website Notice. By the Settlement Notice Date, the Settlement
13 Administrator shall maintain and administer a dedicated Settlement Website containing class
14 information and related documents, along with information necessary to receive payment, an
15 electronic version of the Payment Selection Form for Locate Class Members, and an electronic
16 version of the Claim Form that Non-Locate Class members can download, complete and submit
17 electronically. At a minimum, such documents shall include the Settlement Agreement and
18 Exhibits, the Settlement Notice, the FAQ Notice, the Preliminary Approval Order, a
19 downloadable Payment Selection Form and Claim Form for anyone wanting to print a hard copy
20 and mail in the Payment Selection Form or Claim Form, the operative complaint and answer in
21 the Action, and when filed, the Final Approval Order.

22 d. FAQ Notice. The Settlement Administrator shall also post on the website a
23 formal Frequently Asked Questions (“FAQ”) Notice which shall set forth in a question and
24 answer format the details of the settlement, and the rights of Class Members to participate in the
25 Settlement, exclude themselves or object to the settlement.

1 e. Toll Free Telephone Number. Within ten (10) business days of
2 Preliminary Approval, the Settlement Administrator shall set up a toll-free telephone number for
3 receiving toll-free calls related to the settlement. That telephone number shall be maintained until
4 the Payment Selection and Claims Deadline. For a period of ninety (90) days thereafter, a
5 recording will advise any caller to the toll-free telephone number that the Payment Selection and
6 Claims Deadline has passed and the details regarding the settlement may be reviewed on the
7 related Settlement Website.

8 7. Settlement Administration. The Payment Selection Form, Claim Form, and
9 submission process described in the Settlement Agreement are hereby approved. In addition, the
10 Court confirms that it is appropriate for APFM to provide the information necessary to provide
11 the notice contemplated herein and to administer the settlement, including names, mailing and
12 email addresses, and cellular telephone numbers, to the extent APFM can obtain this information.

13 8. Settlement Hearing. A final approval hearing (the “Settlement Hearing”) shall be
14 held before the Hon. Thomas S. Zilly of the Western District of California, located at 700 Stewart
15 Street, Courtroom 15206, Seattle, WA 98101-9906, on _____, 2019, at _____, as
16 set forth in the notice to the Settlement Class (described in Paragraph 6), to determine whether the
17 Settlement should be approved. Papers in support of final approval of the Settlement, the
18 incentive award to Plaintiff, and Class Counsel’s application for an award of attorneys’ fees,
19 costs, and expenses (the “Fee Application”) shall be filed with the Court according to the
20 schedule set forth in Paragraph 16. The Settlement Hearing may be postponed, adjourned, or
21 continued by order of the Court without further notice to the Settlement Class. After the
22 Settlement Hearing, the Court may enter a settlement order and final judgment in accordance with
23 the Settlement Agreement that will adjudicate the rights of the Settlement Class Members with
24 respect to the Released Claims being settled.

25 9. Exclusion from the Settlement Class.

1 a. Settlement Class Members may opt out of the Settlement by sending a
2 written request to the Settlement Administrator at the address designated in the Class Notice by
3 the Opt-Out Deadline, which is sixty (60) days from the Settlement Notice Date.

4 b. Exclusion requests must state the Class Member’s full name, address, and
5 telephone number. Further, the Class Member must include a statement in the written request for
6 exclusion that he or she wishes to be excluded from the Settlement. Any Class Member who
7 submits a valid and timely request for exclusion shall not be bound by the terms of the
8 Settlement.

9 c. In the event that the number of valid opt-out requests exceeds 500 or more
10 persons, APFM in its sole discretion, may terminate the Settlement within ten (10) business days
11 after the Opt-Out deadline. In the event that the Settlement is terminated pursuant to this
12 provision, the Parties will be returned to the status quo ante as if no settlement had been
13 negotiated or entered into.

14 All Settlement Class Members who do not opt out in accordance with the terms set forth
15 herein will be bound by all determinations and judgments in the Actions.

16 10. Objections to the Settlement.

17 a. Right to Object. Any Settlement Class Member who has not previously
18 opted out in accordance with the terms of this Agreement may appear at the Final Approval
19 Hearing to object to the proposed settlement and/or to the application of Class Counsel for an
20 award of attorneys’ fees and costs and/or the incentive awards, but only if the Settlement Class
21 Member has first submitted a written objection with the Settlement Administrator, in accordance
22 with the “Objection Requirements” set forth below, by the Objection Deadline. Any Settlement
23 Class Member who does not provide a written objection in the manner described below shall be
24 deemed to have waived any objection and shall forever be foreclosed from making any objection
25 to the fairness, reasonableness, or adequacy of the proposed Settlement, the plan of allocation, or
26 the award of any attorneys’ fees and/or a service award.

1 b. Objection Requirements. In the written objection, the Settlement Class
2 Member must state his or her full name, address, and telephone number, the reasons for his or her
3 objection, and whether he or she intends to appear at the fairness hearing on his or her own behalf
4 or through counsel. Any documents supporting the objection must also be attached to the
5 Objection.

6 c. Right to Deposition. The Parties shall have the right to depose any
7 objector to assess whether the objector has standing or motives that are inconsistent with the
8 interests of the Class.

9 11. No Admission of Liability. Neither the Settlement, nor any act performed or
10 document executed pursuant to or in furtherance of the Settlement, is or may be deemed to be or
11 may be used as an admission of the alleged claims in the operative complaints.

12 12. Stay/Bar of Other Proceedings. All proceedings in this Action are stayed until
13 further order of the Court, except as may be necessary to implement the terms of the settlement.
14 Pending final determination of whether the Settlement should be approved, Plaintiff, all persons
15 in the Settlement Class and persons purporting to act on their behalf are enjoined from
16 commencing or prosecuting (either directly, representatively or in any other capacity) against any
17 of the Released Parties any action, arbitration or proceeding in any court, arbitration forum or
18 tribunal asserting any of the Released Claims.

19 13. Changed Dates and Provisions. The deadlines set forth in this Preliminary
20 Approval Order, including, but not limited to, adjourning the Final Approval Hearing, may be
21 extended by Order of the Court, for good cause shown, without further notice to the Class
22 Members, except that notice of any such extensions shall be included on the Settlement Website.
23 Class Members should check the Settlement Website regularly for updates and further details
24 regarding extensions of these deadlines. Exclusions and Objections must meet the deadlines and
25 follow the requirements set forth in the approved notice in order to be valid.

1 14. Settlement Class Counsel and Defendant’s Counsel are hereby authorized to use
2 all reasonable procedures in connection with approval and administration of the Settlement that
3 are not materially inconsistent with the Preliminary Approval Order or the Class Action
4 Settlement, including making, without further approval of the Court, minor changes to the
5 Settlement, to the form or content of the Class Notice, or to any other exhibits that the Parties
6 jointly agree are reasonable or necessary.

7 15. If either party elects to terminate the Settlement Agreement pursuant to Section 14
8 of the Settlement Agreement, the Parties will be returned to the status quo ante as if no settlement
9 had been negotiated or entered into, unless otherwise indicated in the Agreement.

10 16. Schedule of Future Events. Further settlement proceedings in this matter shall
11 proceed according to the following schedule:

12 a. 14 business days after entry of this Order: Deadline for Plaintiff to file the
13 Fee Application and post it on the Settlement Website.

14 b. 15 business days of entry of this Order: Deadline to initiate Class Notice
15 (the “Class Notice Date”);

16 c. 60 calendar days after the Class Notice Date: Last day to Object or Opt-
17 Out;

18 d. 90 calendar days after the Class Notice Date: Last day to submit a
19 Payment Selection Form or Claim Form; and

20 _____ : Final Approval Hearing.

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IT IS SO ORDERED.

Dated: _____

The Honorable Thomas S. Zilly
UNITED STATES DISTRICT JUDGE

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

275 Battery Street, 29th Floor
San Francisco, CA 94111-3339 ~ (415) 956-1000

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Presented by: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
Daniel M. Hutchinson
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008
E-mail: dhutchinson@lchb.com

EXHIBIT E

Locate Websites

<https://locate.aplaceformom.com>

<https://locatea.aplaceformom.com>

<https://locateb.aplaceformom.com>

<https://locatec.aplaceformom.com>

<https://located.aplaceformom.com>

EXHIBIT F

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THE HONORABLE THOMAS S. ZILLY

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

<p>KEVIN PINE, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>A PLACE FOR MOM, INC., a Delaware corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 17-cv-1826</p> <p>[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL</p>
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THIS MATTER came before the Court on Plaintiff Kevin Pine’s Motion for Final Approval of Class Action Settlement (Dkt. xxx).

The Court having held a Final Approval Hearing on _____, notice of the Final Approval Hearing having been duly given in accordance with this Court’s Order Granting Preliminary Approval of Class Settlement and Direction of Notice Under Rule 23(e) (“Preliminary Approval Order”), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL
Case No. 17-cv-1826

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
2101 Fourth Avenue, Suite 1900
Seattle, WA 98121
Tel: (206) 739-9059

1 1. The Amended Settlement Agreement dated November 1, 2019, including its
2 exhibits (the “Settlement Agreement”), and the definition of words and terms contained therein
3 are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval
4 Order are also incorporated by reference in this Order.

5 2. This Court has jurisdiction over the subject matter of the Action and over the
6 Parties, including all members of the following Settlement Class certified for settlement purposes:

7 SETTLEMENT CLASS: All persons within the United States who,
8 between August 7, 2013 and August 15, 2019, received a
9 nonemergency Call from Defendant, or any party acting on its
10 behalf, to a cellular telephone.

11 3. For purposes of the Settlement Class only, the Court finds that the prerequisites for
12 a class action under Federal Rules of Civil Procedure 23(a) have been satisfied in that: (a) the
13 number of Settlement Class Members is so numerous that joinder of all members thereof is
14 impracticable; (b) there are questions of law and fact common to the Settlement Class Members;
15 (c) the claims of the class representative are typical of the claims of the Settlement Class
16 Members; (d) the class representative will fairly and adequately represent the interests of the
17 Settlement Class Members.

18 4. For purposes of the Settlement Class only, the Court further finds that the
19 prerequisites for class certification under Rule 23(b)(3) have been satisfied in that (A) questions
20 of law and fact common to the Settlement Class Members predominate over any questions
21 affecting only individual Settlement Class Members; and (B) a class action is superior to other
22 available methods for the fair and efficient adjudication of the controversy.

23 5. The Court hereby finds that the Settlement Agreement is the product of arm’s-
24 length settlement negotiations between the Plaintiff and Class Counsel, and APFM.

25 6. The Court hereby finds and concludes that Class Notice was disseminated to
26 members of the Settlement Class in accordance with the terms set forth in the Settlement

1 Agreement and that Class Notice and its dissemination were in compliance with this Court's
2 Preliminary Approval Order.

3 7. The Court further finds and concludes that the Class Notice and claims submission
4 procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of
5 Civil Procedure and the requirements of due process, were the best notice practicable under the
6 circumstances, provided individual notice to all members of the Settlement Class who could be
7 identified through reasonable effort, and support the Court's exercise of jurisdiction over the
8 Settlement Class as contemplated in the Settlement and this Order.

9 8. This Court hereby finds and concludes that the notice provided to the appropriate
10 State and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that
11 statute.

12 9. The Court hereby finally approves the Settlement Agreement and the Settlement
13 contemplated thereby, and finds that the terms constitute, in all respects, a fair, reasonable, and
14 adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal
15 Rules of Civil Procedure, and directs its consummation pursuant to its terms and conditions.

16 10. This Court hereby dismisses, with prejudice, without costs to any party, except as
17 expressly provided for in the Settlement Agreement, the Action.

18 11. Upon Final Approval (including, without limitation, the exhaustion of any judicial
19 review, or requests for judicial review, from this Final Judgment and Order of Dismissal), the
20 Plaintiff and each and every one of the Settlement Class Members unconditionally, fully, and
21 finally releases and forever discharges the Released Parties from the Released Claims. In
22 addition, any rights of the Settlement Class representative and each and every one of the
23 Settlement Class Members to the protections afforded under Section 1542 of the California Civil
24 Code and/or any other similar, comparable, or equivalent laws, are terminated.

25 12. Each and every Settlement Class Member, and any person actually or purportedly
26 acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined

1 from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any
2 Released Claims (including, without limitation, in any individual, class or putative class,
3 representative or other action or proceeding), directly or indirectly, in any judicial, administrative,
4 arbitral, or other forum, against the Released Parties. This permanent bar and injunction is
5 necessary to protect and effectuate the Settlement Agreement, this Final Judgment and Order of
6 Dismissal, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid
7 of this Court's jurisdiction and to protect its judgments.

8 13. The Settlement Agreement (including, without limitation, its exhibits), and any
9 and all negotiations, documents, and discussions associated with it, shall not be deemed or
10 construed to be an admission or evidence of any violation of any statute, law, rule, regulation or
11 principle of common law or equity, of any liability or wrongdoing, by APFM, or of the truth of
12 any of the claims asserted by Plaintiff in the Action, and evidence relating to the Settlement
13 Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the
14 Action or in any other action or proceeding, except for purposes of enforcing the terms and
15 conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Order.

16 14. If for any reason the Settlement terminates or Final Approval does not occur, then
17 certification of the Settlement Class shall be deemed vacated. In such an event, the certification
18 of the Settlement Class for settlement purposes shall not be considered as a factor in connection
19 with any subsequent class certification issues, and the Parties shall return to the status quo ante in
20 the Action, without prejudice to the right of any of the Parties to assert any right or position that
21 could have been asserted if the Settlement had never been reached or proposed to the Court.

22 15. In the event that any provision of the Settlement or this Final Judgment and Order
23 of Dismissal is asserted by APFM as a defense in whole or in part to any Claim, or otherwise
24 asserted (including, without limitation, as a basis for a stay) in any other suit, action, or
25 proceeding brought by a Settlement Class Member or any person actually or purportedly acting
26 on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be

1 immediately stayed and enjoined until this Court or the court or tribunal in which the claim is
2 pending has determined any issues related to such defense or assertion. Solely for purposes of
3 such suit, action, or other proceeding, to the fullest extent they may effectively do so under
4 applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a
5 defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the
6 Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These
7 provisions are necessary to protect the Settlement Agreement, this Order and this Court's
8 authority to effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to
9 protect its judgment.

10 16. By attaching the Settlement Agreement as an exhibit and incorporating its terms
11 herein, the Court determines that this Final Judgment complies in all respects with Federal Rule
12 of Civil Procedure 65(d)(1).

13 17. The Court approves Class Counsel's application for \$1,500,000 in attorneys' fees,
14 up to \$75,000 in costs, and for service awards to the Settlement Class representatives in the
15 amount of \$10,000 and \$2,500, respectively.

16 18. Finding that there is no just reason for delay, the Court orders that this Final
17 Judgment and Order of dismissal shall constitute a final judgment pursuant to Rule 54 of the
18 Federal Rules of Civil Procedure. The Clerk of the Court is directed to enter this Order on the
19 docket forthwith.

20 IT IS SO ORDERED.

21 Dated: _____

22 _____
23 The Honorable Thomas S. Zilly
24 UNITED STATES DISTRICT JUDGE

25 Presented by: /s/ Daniel M. Hutchinson
26 Daniel M. Hutchinson

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