

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBIN TAYLOR, on behalf of herself	:	
and others similarly situated,	:	CASE NO. 21-cv-2744-MSS-CPT
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CARDINAL FINANCIAL	:	
COMPANY, LIMITED	:	
PARTNERSHIP	:	
	:	
Defendant.	:	

**PLAINTIFF’S AND CLASS COUNSEL’S MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
AND INCORPORATED MEMORANDUM IN SUPPORT**

I. INTRODUCTION

Representative Plaintiff Robin Taylor and Defendant Cardinal Financial Company, Limited Partnership have reached a class action settlement agreement (“Settlement Agreement” or “Agreement”)¹ resulting in a \$7,200,000 settlement for the benefit of the Class. Defendant has also agreed to terminate its relationship with the lead aggregator that sold it the class member data used to make the calls at issue. This meaningful remedial relief itself is valued at \$4,201,204 for the Settlement Class. *See* Economic Assessment of Remedial Relief in Class Action Settlement Agreement, prepared by Jon Haghayeghi, Ph.D., ECF 49-1, (“Haghayeghi Report”). The total economic value of the relief to be provided by Defendant to Settlement Class members pursuant to the Agreement is therefore \$11.4 million.

This is an excellent result. If approved, the Settlement will bring an end to what has otherwise been, and likely would continue to be, hard-fought litigation centered on unsettled factual and legal questions.

On February 23, 2023, the Court preliminarily approved the Settlement. ECF 47. Accordingly, Plaintiff and Class Counsel hereby move for final approval of the settlement for the reasons set forth in this memorandum and in the papers previously submitted in support of approval. Specifically, Plaintiff and Class Counsel respectfully request that the Court: (1) grant Final Approval to the settlement; (2) certify for settlement purposes the Settlement Class, pursuant to Rule 23(b)(3) and

¹ The Settlement Agreement can be found at ECF 46-1. All capitalized terms used herein have the same definitions as those defined in the Agreement.

(e) of the Federal Rules of Civil Procedure; (3) appoint Plaintiff as class representative; (4) appoint Avi R. Kaufman and Rachel E. Kaufman of Kaufman P.A. and Anthony Paronich of Paronich Law, P.C. as Class Counsel; and (5) enter Judgment dismissing the action with prejudice.²

II. BACKGROUND

On November 23, 2021, Plaintiff Robin Taylor filed the complaint against Defendant in this action asserting that Cardinal Financial violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* and the Florida Telephone Solicitations Act, Fla. Stat. § 501.059, (“FTSA”) by making automated calls to cellular telephone numbers and numbers on the National Do Not Call Registry. On January 18, 2022, Defendant answered the complaint. ECF 11.

Since that time, the case has involved extensive discovery leading up to class certification. There have been tens of thousands of pages of documents exchanged in discovery as well as documents produced in response to multiple subpoenas sent to Cardinal Financial’s vendors, including its lead provider and dialer provider. Declaration of Avi Kaufman, attached as Exhibit 2, at ¶ 4. As a result of a discovery dispute, Plaintiff filed a motion to compel against Cardinal Financial, who refused to produce their records of automated calls. ECF 21. At the hearing on Plaintiff’s motion, Cardinal Financial agreed to produce such documents. ECF 31. Plaintiff then engaged in extensive expert analysis of the call and consent records that were produced, and, on October 3, 2022, served the expert report of Plaintiff’s telephone

² A proposed order is attached as Exhibit 1.

expert Aaron Woolfson on Defendant.

On August 29, 2022, the Parties attended a full day mediation with Samuel Heller of Upchurch Watson White & Max. On November 9, 2022, the Parties attended a second day long mediation with Jill Sperber of Judicate West.

The Parties recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Litigation through trial and appeals. Kaufman Decl. ¶ 7. Class Counsel have considered the strength of Defendant's defenses, including specifically Defendant's consent defense, Defendant's consistent denials of liability, difficulties in obtaining class certification and proving liability, the uncertain outcome and risk of the litigation especially in complex actions such as this one, the inherent delays in such litigation, and, in particular, the risk that a change in the law, including a ruling by this Court concerning the constitutionality of the TCPA, could nullify some or all of Plaintiff's claims, *see id.*; *Creasy v. Charter Communs., Inc.*, 2020 U.S. Dist. LEXIS 177798 (E.D. La. Sep. 28, 2020) (finding that TCPA claims based on calls preceding the Supreme Court's ruling in *Barr v. Am. Assn. of Political Consultants, Inc.*, 140 S. Ct. 2335, 591 U.S. ___, (July 6, 2020), are not actionable because the TCPA was unconstitutional until a 2015 amendment was severed in *Barr*). Plaintiff's counsel believes that the proposed settlement confers substantial and immediate benefits upon the Class whereas continued and protracted litigation, even if successful, might ultimately deliver none. Kaufman Decl. ¶ 7. Based on their evaluation of all these factors, Plaintiff and Plaintiff's counsel determined that the settlement is in the best

interests of Plaintiff and the Class. *Id.*

The settlement establishes a Class of: All users or subscribers to cellular telephone numbers that were contacted by Defendant from November 23, 2017 through November 9, 2022 after having been supplied by iLeads. For purposes of settlement the parties estimate the class consists of approximately 141,049 individuals. Agreement at ¶ 1.1.9.

Pursuant to the Settlement Agreement, upon preliminary approval, Defendant caused to be available a settlement fund in the amount of \$7,200,000. Agreement at ¶ 1.1.38. Moreover, as a result of this litigation, Defendant has also agreed to terminate its relationship with the lead aggregator that sold it the class member data used to make the calls at issue. Agreement at ¶ 1.1.9. This remedial relief has a value of \$4,201,204 over five years for Class members and the public at large, bringing the settlement's total value to \$11,401,204. Haghayeghi Report at pg. 6.

The settlement confers substantial and immediate benefits upon the Class and society whereas continued and protracted litigation may have ultimately delivered none given the risks presented by Defendant's defenses, including specifically its consent defense, the uncertainties of contested litigation, Defendant's financial condition, and the everchanging TCPA landscape, including district courts' ongoing scrutiny of the constitutionality of the TCPA and the scope of the FTSA. *See* Kaufman Decl. ¶ 9.

III. IMPLEMENTATION OF THE PROPOSED SETTLEMENT

The Court entered its Order Granting Preliminary Approval of the Settlement on February 23, 2023. ECF 47. Both before and after that date, the Parties have worked diligently with each other and the Claims Administrator to effectuate the terms of the Settlement Agreement. Declaration of Scott Fenwick, Settlement Administrator, attached as Exhibit 3.

Specifically, on January 27, 2023, in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”), the Settlement Administrator sent the CAFA Notice to the United States Attorney General and 56 State Attorneys General. Settlement Administrator Decl. at ¶ 6.

On January 26, 2023, Kroll received a data file from Defendant consisting of 141,049 telephone numbers for potential Class Members. In order to compile a service list to provide Summary Notice to Class Members, Kroll performed reverse phone number searches pursuant to the Settlement Agreement, obtaining a total of 139,167 names and addresses and 96,580 email addresses. *Id.* at ¶ 4.

On February 17, 2023, Kroll launched the Class Settlement Website and the toll-free settlement information hotline. *Id.* at ¶¶ 7, 8. Since that time, the Class Settlement Website has had 37,910 page views, and the toll-free settlement information hotline has received 323 calls. *Id.*

On March 27, 2023, Kroll commenced the email and mail notice program. *Id.* at ¶¶ 10-11. Kroll has determined that mailed Summary Notices likely reached 135,288 of the 139,167 persons to whom a Summary Notice was mailed, which equates to a reach rate of the direct mail Notice of approximately 97.21%. Kroll

has also determined the emailed Notices likely reached 69,950 of these same persons. *Id.* at ¶ 14.

In response to these robust notice efforts, Kroll has received 10,779 timely Claim Forms through the mail and, 4,908 Claim Forms filed electronically through the Class Settlement Website. *Id.* at ¶ 15. Moreover, only one Class Member has opted out, and no Class Members have filed or otherwise submitted objections regarding the settlement. *Id.* at ¶¶ 15-17. This is an excellent result.

IV. FINAL APPROVAL OF THE SETTLEMENT IS APPROPRIATE

Court approval is required for settlement of a class action. Fed. R. Civ. P. 23(e). The federal courts have long recognized a strong policy and presumption in favor of class settlements. The Rule 23(e) analysis should be “informed by the strong judicial policy favoring settlements as well as the realization that compromise is the essence of settlement.” *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 238 (5th Cir. Unit B 1982). In evaluating a proposed class settlement, the Court “will not substitute its business judgment for that of the parties; ‘the only question . . . is whether the settlement, taken as a whole, is so unfair on its face as to preclude judicial approval.’” *Rankin v. Rots*, No. 02-CV-71045, 2006 U.S. Dist. LEXIS 45706, at *9 (E.D. Mich. June 28, 2006). Class settlements minimize the litigation expenses of the parties and reduce the strain that litigation imposes upon already scarce judicial resources. Therefore, “federal courts naturally favor the settlement of class action litigation.” *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996). The settlement here is more than sufficient under Rule 23(e) and final approval is clearly warranted.

1. Notice was the Best Practicable and was Reasonably Calculated to Inform the Class of its Rights

“Rule 23(e)(1)(B) requires the court to direct notice in a reasonable manner to all class members who would be bound by a proposed settlement, voluntary dismissal, or compromise regardless of whether the class was certified under Rule 23(b)(1), (b)(2), or (b)(3).” Manual for Compl. Lit. § 21.312 (internal quotation marks omitted). The best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). To satisfy this standard, “[n]ot only must the substantive claims be adequately described but the notice must also contain information reasonably necessary to make a decision to remain a class member and be bound by the final judgment or opt-out of the action.” *Twigg v. Sears, Roebuck & Co.*, 153 F.3d 1222, 1227 (11th Cir. 1998) (internal quotation marks omitted); *see also* Manual for Compl. Lit. § 21.312 (listing relevant information).

The Notice Plan satisfies these criteria. As recited in the Settlement Agreement and above, the Notice Plan informed Class Members of the substantive terms of the settlement. It also advised Class Members of their options for remaining part of the Class, for objecting to the settlement, Class Counsel’s attorneys’ fee application, or for opting-out of the settlement, and how to obtain additional information about the settlement. The Notice Plan was designed to directly reach a high percentage of Class Members. Specifically, the individual mailed notice portion of the Notice Plan reached 97% of the members of the Class, and the reach was further enhanced by the emailed

notice, Class Settlement Website, and the Settlement hotline. Settlement Administrator Declaration at ¶ 14. This exceeds the requirements of Constitutional Due Process. Therefore, the Court should approve the Notice Plan and the form and content of the Notices.

Based on the claims submitted, to date, greater than 11% of class members have filed claims, which exceeds the claim rate in many cases. *See Poertner v. Gillette Co.*, 618 F. App'x 624, 626 (11th Cir. 2015) (approving settlement class when less than 1% of class members filed claims).

The success of the Notice Plan is evident in the 11% claim rate, which exceeds the claim rate in many cases. *See Poertner v. Gillette Co.*, 618 F. App'x 624, 626 (11th Cir. 2015) (approving settlement class when less than 1% of class members filed claims). The current claims rate of 11% is a significant claims rate and exceeds the rate seen in the majority of similarly structured settlements. *See Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*, Federal Trade Commission, September 2019, at 11, <https://www.ftc.gov/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns> (median claims rate is 9% and weighted mean (cases weighted by the number of notice recipients) is 4%). *See, e.g., Poertner v. Gillette Co.*, 618 Fed. Appx. 624, 625-26 (11th Cir. 2015) (approving settlement with claims rate of less than 1%); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 941, 944-45 (9th Cir. 2015) (approving settlement with claims rate of less than 4%); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377-78 (S.D. Fla. 2007) (approving settlement with claims rate of

approximately 1.1%). *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 329 n.60 (3d Cir. 2011) (en banc) (noting that claims rates in consumer class action settlements “rarely” exceed 7%, “even with the most extensive notice campaigns”). Indeed, as explained in *Braynen v. Nationstar Mortg., LLC*, No. 14-CV-20726-GOODMAN, 2015 U.S. Dist. LEXIS 151744, at *48-50 (S.D. Fla. Nov. 9, 2015), “Courts in this Circuit have approved claims-made class settlements where the claims rate was low, including approving single-digit claims rates. . . . In addition, courts often grant final approval of class action settlements before the final claims deadline. . . . The question for the Court at the Final Fairness Hearing stage is whether the settlement provided to the class is ‘fair, reasonable, and adequate,’ not whether the class decides to actually take advantage of the opportunity provided.” (internal citations omitted).

2. The Settlement Should Be Approved as Fair, Reasonable, and Adequate

In deciding whether to approve the settlement, the Court will analyze whether it is “fair, adequate, reasonable, and not the product of collusion.” *Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 (11th Cir. 1994); *see also Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). A settlement is fair, reasonable, and adequate when “the interests of the class as a whole are better served if the litigation is resolved by the settlement rather than pursued.” *In re Lorazepam & Clorazepate Antitrust Litig.*, MDL No. 1290, 2003 WL 22037741, at *2 (D.D.C. June 16, 2003) (quoting Manual for Complex Litigation (Third) § 30.42 (1995)). Importantly, the Court is “not called upon to determine whether the settlement reached by the parties is the best possible deal, nor whether class members will receive as much from a

settlement as they might have recovered from victory at trial.” *In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d 1002, 1014 (N.D. Ill. 2000) (citations omitted).

The Eleventh Circuit has identified six factors to be considered in analyzing the fairness, reasonableness, and adequacy of a class settlement under Rule 23(e):

- (1) the existence of fraud or collusion behind the settlement;
- (2) the complexity, expense, and likely duration of the litigation;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the probability of the plaintiffs’ success on the merits;
- (5) the range of possible recovery; and
- (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement.

Leverso, 18 F.3d at 1530 n.6; *see also Bennett*, 737 F.2d at 986. The analysis of these factors set forth below shows this settlement to be eminently fair, reasonable, and adequate.

i. There Was No Fraud or Collusion

The contested nature of the proceedings in this action demonstrates the absence of fraud or collusion behind the settlement. *See, e.g., In re Sunbeam Sec. Litig.*, 176 F. Supp. 2d 1323, 1329 n.3 (S.D. Fla. 2001). “Where the parties have negotiated at arm’s length, the Court should find that the settlement is not the product of collusion.” *Hanley v. Tampa Bay Sports & Entm’t Ltd. Liab. Co.*, No. 8:19-CV-00550-CEH-CPT, 2020 U.S. Dist. LEXIS 89175, at *10 (M.D. Fla. Apr. 23, 2020)

(internal citation omitted).

With the benefit of discovery, the Parties engaged in intensive arm's-length negotiations with the assistance of two mediators at different points during the litigation to resolve the case with a view toward achieving substantial benefits for the Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice. *See* Kaufman Decl. ¶ 5. Plaintiff and the Class were represented by experienced counsel throughout the negotiations and benefited from mediating with experienced mediators. “The assistance of an experienced mediator in the settlement process confirms that [a] settlement is non-collusive.” *Satchell v. Fed. Ex. Corp.*, No. C03-2659, 2007 U.S. Dist. LEXIS 99066, at *17 (N.D. Cal. Apr. 13, 2007).

ii. The Settlement Will Avert Years of Complex Expensive Litigation

The claims and defenses are complex; recovery by any means other than settlement would require additional years of litigation. *See United States v. Glens Falls Newspapers, Inc.*, 160 F. 3d 853, 856 (2d Cir. 1998) (“a principal function of a trial judge is to foster an atmosphere of open discussion among the parties’ attorneys and representatives so that litigation may be settled promptly and fairly so as to avoid the uncertainty, expense and delay inherent in a trial”). In contrast, the settlement provides immediate and substantial monetary benefits and remedial relief to the Class.

As stated in *In re Shell Oil Refinery*, 155 F.R.D. 552 (E.D. La. 1993):

The Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future,

after protracted and expensive litigation. In this respect, “[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush.”

Id. at 560 (alterations in original). Particularly because the “demand for time on the existing judicial system must be evaluated in determining the reasonableness of the settlement,” *Ressler v. Jacobson*, 822 F. Supp. 1551, 1554 (M.D. Fla. 1992) (citation omitted), there can be no doubt about the adequacy of the present settlement.

iii. The Factual Record Is Sufficiently Developed to Enable Class Counsel to Make a Reasoned Judgment

Courts also consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that “counsel had an adequate appreciation of the merits of the case before negotiating.” *In re General Motors Corp. Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, “[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations.” *Ressler*, 822 F. Supp. at 1555.

Class Counsel negotiated the settlement with the benefit of extensive discovery, including tens of thousands of pages of documents exchanged in discovery as well as documents produced in response to multiple subpoenas sent to Cardinal Financial’s vendors, including its lead provider and dialer provider. Kaufman Decl. ¶ 4. Plaintiff also spent considerable time researching and navigating Defendant’s defenses. As such, Class Counsel’s analysis and understanding of the legal obstacles positioned them to evaluate the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, as well as the range and amount of damages that were potentially recoverable if the

litigation proceeded to judgment on a class-wide basis. *Id.* ¶¶ 4-8.

iv. Plaintiff and the Class Still Faced Significant Obstacles to Prevailing

The “likelihood and extent of any recovery from the defendants absent . . . settlement” is another important factor in assessing the reasonableness of a settlement. *In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297, 314 (N.D. Ga. 1993).

The recovery achieved by this settlement must be measured against the fact that any recovery by Plaintiff and Class Members through continued litigation could only have been achieved if: (i) Plaintiff was able to certify a class and establish liability and damages at trial; (ii) the final judgment was affirmed on appeal; and (iii) Defendant was then able to satisfy the final judgment. The settlement is an extremely fair and reasonable recovery for the Class in light of Defendant’s defenses, including specifically its consent defense, and the challenging and unpredictable path of litigation Plaintiff and any certified class would have faced absent the settlement. Kaufman Decl. ¶ 8.

Despite Plaintiff’s confidence that this Court would certify the proposed class, she recognizes that class certification is far from automatic. *Compare Head v. Citibank, Inc.*, 340 F.R.D. 145 (D. Ariz. 2022) (certifying a TCPA class over objection) *with Revitch v. Citibank, N.A.*, No. C 17-06907 WHA, 2019 WL 1903247, at *2 (C.D. Cal. Apr. 28, 2019) (denying class certification); *Sliwa v. Bright House Networks, LLC*, 333 F.R.D. 255, 271–72 (M.D. Fla. 2019) (same). The risks of the litigation, including the ever-changing TCPA landscape, the complexity of the issues involved.

Interpretations of the TCPA are ever-evolving and notoriously unpredictable, and the FTSA was only recently passed and remains mostly untested, further injecting uncertainty into the outcome. And even had Plaintiff succeeded on the merits and prevailed on appeal, a reduction in statutory damages was possible. *See Wakefield v. ViSalus, Inc.*, 51 F.4th 1109, 1125 (9th Cir. 2022) (vacating “the district court’s denial of the defendant’s post-trial motion challenging the constitutionality of the statutory damages award to permit reassessment of that question guided by the applicable factors.”).

Apart from the risks, continued litigation would have involved substantial delay and expense, which further counsels in favor of final approval. The uncertainties and delays from this process would have been significant. Kaufman Decl. ¶¶ 7- 8.

Given the myriad risks attending these claims, as well as the certainty of substantial delay and expense from ongoing litigation, the settlement providing benefits to the Class and society valued at over \$11.4 million, including \$7.2 million in monetary relief for the Class and meaningful injunctive relief valued at over \$4.2 million, represents a fair compromise. *See, e.g., Haynes v. Shoney’s*, No. 89-30093-RV, 1993 U.S. Dist. LEXIS 749, at *16-17 (N.D. Fla. Jan. 25, 1993) (“The risks for all parties should this case go to trial would be substantial. It is possible that trial on the merits would result in ... no relief for the class members. ... Based on ... the factual and legal obstacles facing both sides should this matter continue to trial, I am convinced that the settlement ... is a fair and reasonable compromise.”); *Morales v.*

Stevco, Inc., No. 1:09-cv-00704 AWI JLT, 2011 U.S. Dist. LEXIS 130604, at *27 (E.D. Cal. Nov. 10, 2011) (immediate recovery for the class is “preferable to lengthy and expensive litigation with uncertain results”) (internal citation omitted).

v. The Benefits Provided by the Settlement Are Fair, Reasonable, and Adequate Compared to the Range of Possible Recovery

In determining whether a settlement is fair given the potential range of recovery, the Court should be guided by “the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.” *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21 (11th Cir. 1990). Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.” *Id.*

As discussed above, Class Counsel was well-positioned to evaluate the strengths and weaknesses of Plaintiff’s claims, as well as the appropriate basis upon which to settle them. Kaufman Decl. ¶¶ 4-8. Pursuant to the TCPA and FTSA, each injured Class Member could have received \$500 for each violation upon a successful verdict at trial, but such a result was uncertain and may have required years of litigation, and, even then, may have resulted in no recovery at all given the changes in governing TCPA and FTSA law and the total amount of potential damages arising from calls to Class Members.

Given the significant litigation risks the class faced, the settlement represents a successful result. Rather than facing years of costly and uncertain litigation, the

settlement makes available an immediate cash benefit of \$7.2 million to Class Members and provides meaningful remedial relief, with a total value of \$11.4 million. Kaufman Decl. ¶ 9. The monetary relief alone is significant and exceeds the range of similar settlements. The per claiming Settlement Class Member recovery is expected to be approximately \$33. *Id.* at ¶ 11. This amount is greater than the per claim payouts in the vast majority of TCPA class action settlements, including in cases involving direct liability against companies larger than Defendant. *See, e.g., Rose v. Bank of Am. Corp.*, 2014 WL 4273358 at *10 (N.D. Cal. Aug. 29, 2014) (direct liability; \$20-\$40 per claimant); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 493–94 (N.D. Ill. 2015) (direct liability; \$30 per claimant); *Markos v. Wells Fargo Bank, N.A.*, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017) (direct liability; \$24 per claimant; deemed an “excellent result”); *Goldschmidt v. Rack Room Shoes*, No. 18-21220-CIV, ECF 86 (S.D. Fla. Jan. 16, 2020) (direct liability; \$10 voucher and \$5 in cash, less attorneys’ fees, costs, notice and administration costs, and service award, per claimant); *Halperin v. You Fit Health Clubs, LLC*, No. 18-61722, ECF 44 (S.D. Fla. Nov. 1, 2019) (direct liability; \$9, less attorneys’ fees, costs, administration costs, and service award, per claimant).

Underscoring the fairness of the compensation recovered for Class Members, the court in *Markos v. Wells Fargo Bank, N.A.* characterized a \$24 per-claimant recovery in a TCPA class action—less than what participating Class Members stand to receive here—as “an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter.” No. 15-1156, 2017 WL 416425, at *4 (N.D.

Ga. Jan. 30, 2017). Here, Plaintiff's counsel have secured a result that exceeds the recovery in *Markos*.

vi. The Opinions of Class Counsel, the Plaintiff, and Absent Settlement Class Members Favor Approval

The settlement provides an extremely fair and reasonable recovery for the Class given the combined litigation risks, including the strength of Defendant's defenses, the challenging and unpredictable path of litigation, and the changing TCPA and FTSA law landscape. Class Counsel strongly endorse the settlement given the significant risks in proceeding with litigating this case. Kaufman Decl. ¶ 12. The Court should give "great weight to the recommendations of counsel for the parties, given their considerable experience in this type of litigation." *Warren v. Tampa*, 693 F. Supp. 1051, 1060 (M.D. Fla. 1988); *see also Domestic Air*, 148 F.R.D. at 312-13 ("In determining whether to approve a proposed settlement, the Court is entitled to rely upon the judgment of the parties' experienced counsel. [T]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.") (citations omitted).

To date, there have been no objections and only one opt out from the settlement. Administrator Decl. ¶ 17. Even if there were some objections (and there are none at this time), it is settled that "[a] small number of objectors from a plaintiff class of many thousands is strong evidence of a settlement's fairness and reasonableness." *Association for Disabled Americans v. Amoco Oil Co.*, 211 F.R.D. 457, 467 (S.D. Fla. 2002).

3. The Court Should Certify the Class

This Court provisionally certified the Class for settlement purposes only. ECF 47. For all the reasons set forth in Plaintiff's preliminary approval briefing (ECF 46), incorporated by reference herein, and the Preliminary Approval Order, the Court should finally certify the Class as it continues to meet all the requirements of Rule 23(a) and at least one of the requirements of Rule 23(b).

Based on the foregoing, the settlement is fair, reasonable, and adequate.

V. CONCLUSION

Plaintiff and Class Counsel respectfully request that this Court: (1) grant Final Approval to the settlement; (2) certify for settlement purposes the Class, pursuant to Rule 23(b)(3) and (e) of the Federal Rules of Civil Procedure; (3) appoint Plaintiff as class representative; (4) appoint Avi R. Kaufman and Rachel E. Kaufman of Kaufman P.A. and Anthony I. Paronich of Paronich Law, P.C., as Class Counsel; and (5) enter Judgment dismissing the action with prejudice.

Local Rule 3.01(g) Certification

I certify that on June 12, 2023 counsel for Plaintiff met and conferred with counsel for Defendant, by telephone, and Defendant does not oppose the request for final approval of the settlement, while reserving all rights.

DATED June 12, 2023

Respectfully submitted,

/s/ Avi R. Kaufman

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the Class*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 12, 2023, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF, and it is being served this day on all counsel of record via transmission of Notice of Electronic Filing generated by CM/ECF.

/s/ Avi R. Kaufman

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBIN TAYLOR, on behalf of herself	:	
and others similarly situated,	:	CIVIL ACTION FILE NO. 21-cv-
	:	2744
Plaintiff,	:	
	:	
v.	:	
	:	
CARDINAL FINANCIAL	:	
COMPANY, LIMITED	:	
PARTNERSHIP,	:	
	:	
Defendant.	:	

**[PROPOSED] ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

This Court has reviewed the motion for final approval of class settlement filed in this Litigation, including the Class Action Settlement Agreement (“Settlement Agreement”).¹ Having read all of the papers filed in connection therewith, as well as all of the evidence and argument submitted with respect to the proposed Settlement, the Court finds that the proposed Settlement is fair, reasonable, and adequate. The Court therefore FINDS AS FOLLOWS:

1. The Court has personal jurisdiction over all Class Members, and the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits thereto.

2. The Notice and the Notice Plan implemented pursuant to the

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of the litigation, their right to object to or exclude themselves from the proposed settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

3. Pursuant to Fed. R. Civ. P. 23, and for purposes of this settlement only:

a. The Class consists of all users or subscribers to cellular telephone numbers that were contacted by Defendant from November 23, 2017 through November 9, 2022 after having been supplied by iLeads. Excluded from the Class are (1) the Judges and Magistrate Judges presiding over the action and members of their immediate families; (2) the Defendant, its parent companies, successors, predecessors, and any entities in which the Defendant or its parents have a controlling interest, and Defendant's current and former officers, directors, agents, trustees, representatives, employees, principals, partners, joint ventures, and entities controlled by Defendant; (3) persons who properly execute and timely file a request for exclusion from the Class; and (4) the legal representatives, successors, or assigns of any such excluded person(s).

b. The Class is ascertainable and so numerous that joinder of all members is impracticable. The Class consists of thousands of class members and the Class

Members have been determined by objective means from Defendant's records.

c. There are questions of law or fact common to the Class which predominate over any questions affecting only individual Class Members.

d. The claims of the proposed class representative is typical of the claims of the Class. The proposed class representative and each member of the proposed Class are alleged to have suffered the same injury caused by the same course of conduct.

e. Plaintiff has fairly and adequately represented and protected the interests of the Class. Plaintiff is a member of the proposed Class. Neither Plaintiff nor Class Counsel have any conflicts of interest with the other class members, and Class Counsel have demonstrated that they have adequately represented the Class.

f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy as the settlement substantially benefits both the litigants and the Court, and there are few manageability issues as settlement is proposed rather than a further trial.

4. Pursuant to Fed. R. Civ. P. 23(e), the Settlement Agreement is, in all respects, fair, reasonable, and adequate, and is in the best interests of all Class Members, taking into account the following factors: (1) the absence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the plaintiff's success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives,

and the substance and amount of opposition to the settlement.

5. The plan for distribution of the Settlement Sum is fair and equitable. The Settlement Administrator shall perform the distribution to Class Members following the process set forth in the Settlement Agreement without further order of this Court.

6. Class Members have been given due and adequate notice of the Settlement Agreement.

7. There are no objections.

8. There is 1 opt-out.²

9. The Court has held a hearing to consider the fairness, reasonableness, and adequacy of the proposed settlement.

10. Under the Settlement Agreement, Class Counsel are permitted to seek Court approval of attorneys' fees and documented and reasonable expenses and costs. Having considered Class Counsel's Motion for an Award of Attorneys' Fees and Expenses and considering the percentage of the fund, lodestar cross-check, the quality of representation provided and the results obtained, as well as a number of other factors, Class Counsel is awarded attorneys' fees of \$_____, and reimbursement of costs and expenses of \$_____, representing fair and reasonable compensation and reimbursement for Class Counsel's efforts in investigating, litigating, and settling this action.

11. Under the Settlement Agreement, the Settlement Administrator shall be

² A list of opt outs is included as an exhibit to this Order.

paid exclusively from the Settlement Sum. The Settlement Administration Expenses are \$_____. Those costs are reasonable in light of the costs for, among other things, emailed and mailed notice, claim verification, and distribution of settlement funds to thousands of Class Members.

12. All payments of attorneys' fees and reimbursement of expenses to Class Counsel, and notice expenses in this Action shall be made from the Settlement Sum, and the Released Parties shall have no liability or responsibility for the payment of Class Counsel's attorneys' fees or expenses, and notice expenses. The Released Parties' only and total liability is the Settlement Sum.

13. Accordingly, the Court hereby finally APPROVES the proposed settlement as reflected in the Settlement Agreement, the respective terms of which, including but not limited to the releases, are hereby incorporated by reference as though fully set forth herein.

14. The Court having granted final approval to the Settlement Agreement, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

a. Immediately upon entry of this Final Judgment by the Clerk, this action shall be closed according to the Court's standard practices.

b. The Settlement Agreement is approved as fair, reasonable, and adequate as to, and in the best interests of, Class Members; the Parties and their counsel are directed to implement and consummate the Agreement according to its terms and provisions; and the Agreement is declared to be binding on, and have preclusive effect on all pending and future lawsuits or other proceedings maintained

by or on behalf of Representative Plaintiffs and the Releasing Parties.

c. The Parties are hereby directed to implement and consummate the Agreement, including to take all actions required under the terms and provisions of the Settlement Agreement.

d. To the extent permitted by law and without affecting the other provisions of this Final Judgment, this Final Judgment is intended by the Parties and the Court to be *res judicata*, and to prohibit and preclude any prior, concurrent or subsequent litigation brought individually, or in the name of, and/or otherwise on behalf of the Class Members with respect to any and all claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses or losses arising out of or relating to the claims released under the Settlement Agreement.

e. All persons who are Class Members are bound by this Final Judgment and are enjoined from instituting, maintaining, prosecuting, or enforcing, either directly or indirectly, any claims discharged by the Settlement Agreement.

f. The Court shall retain continuing jurisdiction over this action as to the following matters: (i) enforcement of the terms of the Settlement Agreement; (ii) issues relating to settlement administration; and (iii) enforcement of this Final Approval Order and Judgment, and any order relating to attorneys' fees.

g. This Action (including all individual claims and Class Member claims asserted therein) is hereby dismissed on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement. No just reason

exists for delay in entering this Final Judgment.

DONE AND ORDERED in Tampa, Florida on _____, 2023.

MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Exclusion List	
Count	Class Member
1	John Noll

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBIN TAYLOR, on behalf of herself	:	
and others similarly situated,	:	CASE NO. 21-cv-2744-MSS-CPT
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CARDINAL FINANCIAL	:	
COMPANY, LIMITED	:	
PARTNERSHIP	:	
	:	
Defendant.	:	

**DECLARATION OF AVI R. KAUFMAN
IN SUPPORT OF PLAINTIFF AND CLASS COUNSEL’S
MOTION FOR FINAL APPROVAL**

Avi R. Kaufman declares as follows:

1. I am one of the attorneys designated as Class Counsel for Plaintiff under the Settlement Agreement (“Settlement” or “Agreement”) entered into with Defendant Cardinal Financial Company, LP.¹ I submit this declaration in support of Plaintiff and Class Counsel’s Motion for Final Approval of Class Action Settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.

¹ All capitalized defined terms used herein have the same meanings ascribed in the Agreement.

2. Plaintiff Robin Taylor and Defendant Cardinal Financial Company, Limited Partnership have reached a class action settlement agreement resulting in a \$7,200,000 settlement for the benefit of the Class. Defendant has also agreed to terminate its relationship with the lead aggregator that sold it the class member data used to make the calls at issue. This meaningful remedial relief itself is valued at \$4,201,204 for the Class. The total economic value of the relief to be provided by Defendant to Class members pursuant to the Agreement is therefore \$11.4 million. This is an excellent result.

3. On November 23, 2021, Plaintiff Robin Taylor filed the complaint against Defendant in this action asserting that Cardinal Financial violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* and the Florida Telephone Solicitations Act, Fla. Stat. § 501.059, (“FTSA”) by making automated calls to cellular telephone numbers and numbers on the National Do Not Call Registry. On January 18, 2022, Defendant answered the complaint. ECF 11.

4. Since that time, the case has involved extensive discovery leading up to class certification. There have been tens of thousands of pages of documents exchanged in discovery as well as documents produced in response to multiple subpoenas sent to Cardinal Financial’s vendors, including its lead provider and dialer provider.

5. As a result of a discovery dispute, Plaintiff filed a motion to compel against Cardinal Financial, who refused to produce their records of automated calls. ECF 21. At the hearing on Plaintiff’s motion, Cardinal Financial agreed to produce

such documents. ECF 31. Plaintiff then engaged in extensive expert analysis of the call and consent records that were produced, and, on October 3, 2022, served the expert report of Plaintiff's telephone expert Aaron Woolfson on Defendant.

6. On August 29, 2022, the Parties attended a full day mediation with Samuel Heller of Upchurch Watson White & Max. On November 9, 2022, the Parties attended a second day long mediation with Jill Sperber of Judicate West.

7. The Parties recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Litigation through trial and appeals. Class Counsel have considered the strength of Defendant's defenses, including specifically Defendant's consent defense, Defendant's consistent denials of liability, difficulties in obtaining class certification and proving liability, the uncertain outcome and risk of the litigation especially in complex actions such as this one, the inherent delays in such litigation, and, in particular, the risk that a change in the law, including a ruling by this Court concerning the constitutionality of the TCPA, could nullify some or all of Plaintiff's claims. Plaintiff's counsel believes that the proposed settlement confers substantial and immediate benefits upon the Class whereas continued and protracted litigation, even if successful, might ultimately deliver none. Based on their evaluation of all these factors, Plaintiff and Plaintiff's counsel determined that the settlement is in the best interests of Plaintiff and the Class.

8. The recovery achieved by this settlement must be measured against the fact that any recovery by Plaintiff and Class Members through continued litigation

could only have been achieved if: (i) Plaintiff was able to certify a class and establish liability and damages at trial; (ii) the final judgment was affirmed on appeal; and (iii) Defendant was then able to satisfy the final judgment. The settlement is an extremely fair and reasonable recovery for the Class in light of Defendant's defenses, including specifically its consent defense, and the challenging and unpredictable path of litigation Plaintiff and any certified class would have faced absent the settlement. Interpretations of the TCPA are ever-evolving and notoriously unpredictable, and the FTSA was only recently passed and remains mostly untested, further injecting uncertainty into the outcome. And even had Plaintiff succeeded on the merits and prevailed on appeal, a reduction in statutory damages was possible.

9. Pursuant to the Settlement Agreement, Defendant has made available \$7,200,000 for the benefit of the Class. Agreement at ¶ 1.1.38. Moreover, as a result of this litigation, Defendant has also agreed to terminate its relationship with the lead aggregator that sold it the class member data used to make the calls at issue. Agreement at ¶ 1.1.9. This remedial relief has a value of \$4,201,204 over five years for Class members and the public at large, bringing the settlement's total value to \$11,401,204.

10. The settlement confers substantial and immediate benefits upon the Class and society whereas continued and protracted litigation may have ultimately delivered none given the risks presented by Defendant's defenses, including specifically its consent defense, the uncertainties of contested litigation,

Defendant's financial condition, and the everchanging TCPA landscape, including district courts' ongoing scrutiny of the constitutionality of the TCPA and the scope of the FTSA.

11. The monetary relief on a per Class Member basis and the remedial relief agreed to by Defendant place the Settlement well within the range of possible approval. The total Settlement Sum available to the class to resolve this matter is \$7,200,000. This is an extraordinary result. The per claiming Settlement Class Member recovery is expected to be approximately \$33. This amount is greater than the per claim payouts in the vast majority of TCPA class action settlements, including in cases involving direct liability against companies larger than Defendant.

12. The settlement provides an extremely fair and reasonable recovery for the Class given the combined litigation risks, including the strength of Defendant's defenses, the challenging and unpredictable path of litigation, and the changing TCPA and FTSA law landscape. Class Counsel strongly endorse the settlement given the significant risks in proceeding with litigating this case.

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

Dated: June 12, 2023

/s/ Avi R. Kaufman

Avi R. Kaufman

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBIN TAYLOR, *on behalf of herself
and others similarly situated,*

Plaintiff,

v.

CARDINAL FINANCIAL COMPANY,
LIMITED PARTNERSHIP

Defendant.

Case No. 21-cv-2744

**DECLARATION OF SCOTT M.
FENWICK OF KROLL
SETTLEMENT
ADMINISTRATION LLC IN
CONNECTION WITH FINAL
APPROVAL OF SETTLEMENT**

Date: June 26, 2023

Time: 10:00 a.m. ET

The Hon. Mary S. Scriven

I, Scott M. Fenwick, declare as follows:

INTRODUCTION

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”), the Settlement Administrator¹ appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

BACKGROUND

3. Kroll was appointed as the Settlement Administrator to provide notification and administration services in connection with that certain Class Action Settlement Agreement (the “Settlement Agreement”) entered into in connection with the above-captioned Litigation. Kroll’s duties in connection with this Litigation have and will include: (a) receiving and analyzing the Class Member information from Defense Counsel; (b) preparing and sending CAFA Notices ; (c) creating the Class Settlement Website with online claim filing capabilities; (d) establishing a toll-free number; (e) establishing a post office box for the receipt of mail; (f) preparing and sending the Summary Notice via first-class mail; (g) preparing and sending the Summary Notice via email; (h) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (i) receiving and processing undeliverable mail, without a forwarding address, from the USPS; (j) receiving and processing Claim Forms; (k) receiving and processing opt outs; and (l) such other tasks as counsel for the Settling Parties or the Court request Kroll perform.

NOTICE PROGRAM

Data and Case Setup

4. On January 26, 2023, Kroll received one (1) data file from the Defendant. The file contained 141,049 telephone numbers for potential Class Members. In order to compile a service list to provide Summary Notice to Class Members, Kroll performed reverse phone number searches pursuant to the

Settlement Agreement, obtaining a total of 139,167 names and addresses and 96,580 email addresses.

5. The 139,167 names and addresses obtained through the reverse phone number searches were processed through the USPS's National Change of Address ("NCOA") database, and the list of potential Class Members was updated with address changes received from the NCOA.

The CAFA Mailing

6. As noted above, on behalf of the Defendant, Kroll provided notice of the proposed Settlement pursuant to the Class Action Fairness Act 28 U.S.C. §1715(b). At Defense Counsel's direction, on January 27, 2023, Kroll sent the CAFA Notice, a true and correct copy of which is attached hereto as **Exhibit A**, via first-class priority mail to (a) the Attorney General of the United States and (b) fifty-six (56) state Attorneys General identified in the service list for the CAFA Notice, attached hereto as **Exhibit B**. The CAFA Notice directed the Attorneys General to the website www.CAFANotice.com, a site that contains all the documents relating to the Settlement referenced in the CAFA Notice.

Data and Case Setup

7. On February 17, 2023, Kroll created the dedicated Class Settlement Website entitled www.MortgageTCPAClassAction.com. The Settlement Website "went live" on March 27, 2023, and contains information on the terms of the Settlement Agreement, including Class Members' rights, the date of the Final Approval Hearing and deadlines to submit Claim Forms, opt out or object to the Settlement, frequently asked questions, copies of the Summary Notice, Notice and Claim Form in English and Spanish, copies of the Preliminary Approval Order, Complaint, Settlement Agreement, and Class Counsel's Motion for Attorneys' Fees and Costs, and contact information for the Settlement Administrator, and allowed

Class Members an opportunity to file a Claim Form online. As of May 26, 2023, the Settlement Website has received 37,910 pageviews.

8. On February 24, 2023, Kroll established a toll-free number, 1-833-630-6692, for Class Members to call and obtain additional information regarding the Settlement through an Interactive Voice Response (“IVR”) system and/or by being connected to a live agent. As of May 26, 2023, the IVR has received 323 calls, and twenty-five (25) callers have been connected to live operators.

9. On February 24, 2023, Kroll designated a post office box with the mailing address *Taylor v. Cardinal*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, in order to receive requests for exclusion, Claim Forms, and correspondence from Class Members.

The Notice Program

10. On March 27, 2023, Kroll commenced mailing the 139,167 notices via first-class mail. A true and correct copy of the mail Summary Notice along with the long-form Notice in English and Spanish, and Claim Form in English and Spanish, are attached hereto as **Exhibits C, D, E, F, and G** respectively.

11. On March 27, 2023, Kroll commenced emailing the 96,580 email notices to potential Class Members. A true and correct copy of a complete exemplar email Summary Notice (including the subject line) and the Spanish email Summary Notice are attached hereto as **Exhibits H and I**. Of the 96,580 emails attempted for delivery, 26,630 emails were rejected/bounced back as undeliverable.²

NOTICE PLAN REACH

12. As of May 26, 2023, 881 mailed Summary Notices were returned by the USPS with a forwarding address. A total of 773 mailed Summary Notices were

² Class Members for whom Kroll identified both a mailing address and email address were sent both mailed Summary Notice and emailed Summary notice.

automatically re-mailed to the updated addresses provided by the USPS. A total of thirty-eight (38) mailed Summary Notices were unable to be automatically re-mailed to the updated addresses and were returned to Kroll. Kroll re-mailed the remaining thirty-eight (38) Summary Notices to the updated addresses provided by the USPS.

13. As of May 26, 2023, 13,379 mailed Summary Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran the 13,379 undeliverable records through an advanced address search. The advanced address search produced 10,112 updated addresses. Kroll has re-mailed Summary Notices to the 10,112 updated addresses obtained from the advance address search. Of the 10,112 re-mailed Notices, 612 were returned by the USPS as undeliverable, without a forwarding address for the second time.

14. Based on the foregoing, Kroll has determined that mailed Summary Notices likely reached 135,288 of the 139,167 persons to whom a Summary Notice was mailed, which equates to a reach rate of the direct mail Notice of approximately 97.21%. Following the email campaign, Kroll has determined the emailed Notices likely reached 69,950 of the 96,580 persons to whom Notice was emailed, which equates to 72.43%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches³ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁴

CLAIM ACTIVITY

15. As of May 26, 2023, Kroll has received 10,779 timely Claim Forms through the mail, 4,908 Claim Forms filed electronically through the Class

³ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

⁴ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

Settlement Website, and eight (8) late Claim Forms through the mail. Kroll is still in the process of reviewing and validating Claim Forms.

EXCLUSIONS AND OBJECTIONS

16. The last day to submit opt-outs and objections was May 26, 2023.

17. Kroll has received one (1) timely exclusion request. A list of the exclusions received is attached hereto as **Exhibit J**. Class Members were not instructed to submit their objection to the Settlement Administrator, and none have been received by Kroll.

SETTLEMENT ADMINISTRATION COSTS

18. As of May 31, 2023, Kroll has billed \$169,840.94 in Settlement Administration Expenses for services and fees incurred in the administration of this matter. Kroll estimates that it will bill an additional \$58,196.58 in Settlement Administration Expenses to complete the administration of this Settlement. The current estimate is subject to change depending on factors such as the number of claims remaining to be examined, number of claims filed, and/or any Settlement administration scope change not currently under consideration. This estimate is based on Kroll's many years of experience administering class action settlements.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this Declaration was executed on June 12, 2023, in Woodbury, Minnesota.

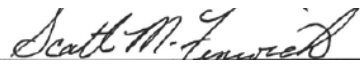

SCOTT M. FENWICK

Exhibit A



VIA US MAIL

To: All "Appropriate" Federal and State Officials Per 28 U.S.C. § 1715 (see attached distribution list)

Re: CAFA Notice for the Proposed Settlement in *Taylor v. Cardinal Financial Company, Limited Partnership*, Case No. 21-cv-2744-MSS-CPT, pending in the United States District Court for the Middle District of Florida

Pursuant to Section 3 of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, Defendant Cardinal Financial Company, Limited Partnership ("Defendant" or "Cardinal Financial Company, Limited Partnership") hereby notifies you of the proposed settlement of the above-captioned action (the "Action") currently pending in the United States District Court for the Middle District of Florida (the "Court").

Eight items must be provided to you in connection with any proposed class action settlement pursuant to 28 U.S.C. § 1715(b). Each of these items is addressed below:

1. 28 U.S.C. § 1715 (b)(1) - a copy of the complaint and any materials filed with the complaint and any amended complaints.

The Class Action Complaint is available at the website: www.cafanotice.com under the Taylor v. Cardinal Financial Company, Limited Partnership folder as **Exhibit A**.

2. 28 U.S.C. § 1715 (b)(2) - notice of any scheduled judicial hearing in the class action.

On January 19, 2023, Plaintiff filed a motion for preliminary approval of the class action. The motion date has not been set. The Fairness Hearing for this matter has not been set. The Proposed Preliminary Approval Order is available at the website: www.cafanotice.com under the Taylor v. Cardinal Financial Company, Limited Partnership folder as **Exhibit B**.

3. 28 U.S.C. § 1715(b)(3) - any proposed or final notification to class members.

A copy of the proposed Long Form Notice, Summary Notice and Claim Form of Settlement will be provided to Class Members, which will be available on the website created for the administration of this matter. These are available at the website: www.cafanotice.com under the Taylor v. Cardinal Financial Company, Limited Partnership folder as **Exhibit C**, **Exhibit D**, and **Exhibit E** respectively. The Notices describe, among other things, claim submission process and the Class Members' rights to object or exclude themselves from the Class.



4. 28 U.S.C. § 1715(b)(4) - any proposed or final class action settlement.

The Settlement Agreement is available at the website: www.cafanotice.com under the Taylor v. Cardinal Financial Company, Limited Partnership folder as **Exhibit F**.

5. 28 U.S.C. § 1715(b)(5) - any settlement or other agreement contemporaneously made between class counsel and counsel for defendants.

There are no other settlements or other agreements between Class Counsel and counsel for Defendant beyond what is set forth in the Agreement.

6. 28 U.S.C. § 1715(b)(6) - any final judgment or notice of dismissal.

The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no such document is presently available.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State’s appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

The definition of the class in the proposed Settlement Agreement means all users or subscribers to cellular telephone number that were contacted by Defendant from November 23, 2017 through November 9, 2022 after having been supplied by iLeads. Attached as **Exhibit G** is an estimated breakdown by state for known Class Members.

8. 28 U.S.C. § 1715(b)(8) - any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

There has been no written judicial opinion. Accordingly, no such document is presently available.

If you have any questions about this notice, the Action, or the materials located on the website: www.cafanotice.com under the Taylor v. Cardinal Financial Company, Limited Partnership folder, please contact undersigned listed below.

Respectfully submitted,

Senior Director

Exhibit G

State Breakdown

State	Count
AK	45
AL	1,345
AR	90
AZ	4,263
CA	20,270
CO	4,132
CT	220
DC	588
DE	69
FL	23,812
GA	5,275
HI	139
IA	275
ID	1,083
IL	4,683
IN	2,955
KS	146
KY	1,508
LA	1,109
MA	292
MD	3,891
ME	39
MI	3,544
MN	2,438
MO	1,936
MS	78
MT	545
NC	4,754
ND	229
NE	657
NH	67
NJ	4,579
NM	937
NV	2,052
NY	1,337
OH	5,334
OK	114
OR	2,676
PA	4,939
PR	28
RI	334
SC	1,893
SD	145
TN	2,509
TX	9,457
USVI	3
UT	1,819
VA	5,010
VT	23
WA	4,940
WI	2,094
WV	65
WY	284
Total	141,049

Exhibit B

COMPANY	FULLNAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	ZIP4
Alabama Attorney General	Steve Marshall	501 Washington Ave.	P.O. Box 300152	Montgomery	AL	36130	152
Alaska Attorney General	Treg Taylor	1031 W. 4th Avenue	Suite 200	Anchorage	AK	99501	1994
Arizona Attorney General	Kristin Mayes	2005 N Central Ave		Phoenix	AZ	85004	2926
Arkansas Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201	2610
California Attorney General	Rob Bonta	1300 I St.	Suite 1740	Sacramento	CA	95814	
Colorado Attorney General	Phil Weiser	Ralph L. Carr Colorado Judicial Center	1300 Broadway 10th floor	Denver	CO	80203	
Connecticut Attorney General	William Tong	165 Capitol Ave.		Hartford	CT	6106	
Delaware Attorney General	Kathy Jennings	Carvel State Office Building	820 N. French St.	Wilmington	DE	19801	
District of Columbia Attorney General	Brian Schwalb	400 6th Street NW		Washington	DC	20001	
Florida Attorney General	Ashley Moody	Office of the Attorney General. State of Florida	The Capitol, PL 01	Tallahassee	FL	32399	1050
Georgia Attorney General	Chris Carr	40 Capitol Square, SW		Atlanta	GA	30334	1300
Hawaii Attorney General	Anne Lopez	425 Queen St.		Honolulu	HI	96813	
Idaho Attorney General	Raul Labrador	700 W Jefferson St, Suite 210	P.O. Box 83720	Boise	ID	83720	1000

Illinois Attorney General	Kwame Raoul	James R Thompson Ctr.	100 W Randolph St.	Chicago	IL	60601	
Indiana Attorney General	Todd Rokita	Indiana Government Center South - 5th Floor	302 West Washington Street	Indianapolis	IN	46204	
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E. Walnut	Des Moines	IA	50319	
Kansas Attorney General	Kris Kobach	120 S.W. 10th Ave, 2nd Fl		Topeka	KS	66612	1597
Kentucky Attorney General	Daniel Cameron	700 Capital Avenue	Capitol Building, Suite 118	Frankfort	KY	40601	3449
Louisiana Attorney General	Jeff Landry	PO Box 94095		Baton Rouge	LA	70804	4095
Maine Attorney General	Aaron Frey	State House Station 6		Augusta	ME	4333	
Maryland Attorney General	Anthony Brown	200 St. Paul Place		Baltimore	MD	21202	2202
Massachusetts Attorney General	Andrea Campbell	1 Ashburton Place		Boston	MA	2108	1698
Michigan Attorney General	Dana Nessel	PO Box 30212	525 W. Ottawa St.	Lansing	MI	48909	212
Minnesota Attorney General	Keith Ellison	75 Dr. Martin Luther King, Jr. Blvd.	Suite 102, State Capital	St. Paul	MN	55155	
Mississippi Attorney General	Lynn Fitch	Department of Justice	P.O. Box 220	Jackson	MS	39205	
Missouri Attorney General	Andrew Bailey	Supreme Ct. Bldg.	207 W. High St. P.O. Box 899	Jefferson City	MO	65101	
Montana Attorney General	Austin Knudsen	Office of the Attorney General,	215 N. Sanders P.O. Box 201401	Helena	MT	59620	1401

		Justice Bldg., Third Floor					
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	P.O. Box 98920	Lincoln	NE	68509	8920
Nevada Attorney General	Aaron D. Ford	100 N. Carson St.	Old Supreme Ct. Bldg.	Carson City	NV	89701	1100
New Hampshire Attorney General	John Formella	33 Capitol St.		Concord	NH	3301	
New Jersey Attorney General	Matthew J. Platkin	25 Market St. P.O. Box 080	Richard J. Hughes Justice Complex	Trenton	NJ	8625	
New Mexico Attorney General	Raul Torrez	P.O. Drawer 1508		Santa Fe	NM	87504	1508
New York Attorney General	Letitia A. James	Dept. of Law - The Capitol	2nd Floor	Albany	NY	12224	
North Carolina Attorney General	Josh Stein	Dept. of Justice	P.O. Box 629	Raleigh	NC	27602	629
North Dakota Attorney General	Drew Wrigley	State Capitol	600 E Boulevard Avenue	Bismarck	ND	58505	40
Ohio Attorney General	Dave Yost	State Office Tower	30 E. Broad St. 14th Floor	Columbus	OH	43215	410
Oklahoma Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105	
Oregon Attorney General	Ellen F. Rosenblum	Oregon Department of Justice	1162 Court St., NE	Salem	OR	97301	4096
Pennsylvania Attorney General	Michelle Henry	16th Floor, Strawberry Square	Pennsylvania Office of Attorney General	Harrisburg	PA	17120	

Rhode Island Attorney General	Peter F. Neronha	150 S Main St		Providence	RI	2903	
South Carolina Attorney General	Alan Wilson	P.O. Box 11549	Rembert C. Dennis Office Bldg.	Columbia	SC	29211	1549
South Dakota Attorney General	Marty Jackley	1302 East Highway 14	Suite 1	Pierre	SD	57501	8501
Tennessee Attorney General	Jonathan Skrmetti	425 5th Avenue North		Nashville	TN	37243	
Texas Attorney General	Ken Paxton	Capitol Station	P.O. Box 12548	Austin	TX	78711	2548
Utah Attorney General	Sean Reyes	State Capitol, Rm. 236		Salt Lake City	UT	84114	810
Vermont Attorney General	Charity Clark	109 State St.		Montpelier	VT	5609	1001
Virginia Attorney General	Jason Miyares	202 North Ninth Street		Richmond	VA	23219	
Washington Attorney General	Bob Ferguson	1125 Washington St. SE	P.O. Box 40100	Olympia	WA	98504	100
West Virginia Attorney General	Patrick Morrissey	State Capitol Complex Building 1, Room E-26	1900 Kanawha Blvd. E	Charleston	WV	25305	
Wisconsin Attorney General	Josh Kaul	Wisconsin Department of Justice State Capitol, Room 114 East	PO Box 7857	Madison	WI	53707	7857
Wyoming Attorney General	Bridget Hill	109 State Capitol	State Capitol Bldg.	Cheyenne	WY	82002	
Guam Attorney General	Douglas Moylan	590 S Marine Corps Dr, Ste 706	Office of the Attorney General ITC Building	Tamuning	GU	96913	

American Samoa Attorney General	Fainu'ulelei Falefatu Ala'ilima-Utu	Executive Office Building, Utulei	Territory of American Samoa	Pago Pago	AS	96799	
Northern Mariana Islands Attorney General	Edward Manibusan	Administration Building	P.O. Box 10007	Saipan	MP	96950	8907
U.S. Virgin Islands Attorney General	Denise N. George	34-38 Kronprindsens Gade	Gers Building, 2nd Floor	St Thomas	VI	802	
Puerto Rico Attorney General	Domingo Emanuelli Hernandez	PO Box 9020192		San Juan	PR	902	192
The Attorney General of the United States	Merrick B. Garland	U.S. Department of Justice	950 Pennsylvania Avenue, NW	Washington	D.C.	20530	1

Exhibit C

**A COURT AUTHORIZED THIS
LEGAL NOTICE**

You may be entitled to benefits from a class action Settlement. The Court certified the Settlement Class as: "All users or subscribers to cellular telephone numbers that were contacted by Defendant from November 23, 2017 through November 9, 2022 after having been supplied by iLeads."

Please read this notice carefully. It summarily explains your rights and options to participate in a class action Settlement.

Cardinal Financial TCPA Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

Electronic Service Requested

<<refnum barcode>>

Postal Service Please do not mark barcode

Claimant Identification Number: <<refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>.-<<zip4>>

What is this lawsuit about? Plaintiff Taylor claims that Cardinal Financial violated the Federal Telephone Consumer Protection Act (TCPA) and the Florida Telephone Solicitations Act ("FTA") by making telemarketing calls to cellular telephone numbers, including numbers on the National Do Not Call Registry. Cardinal Financial denies these allegations.

Why was this Notice Issued? The Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit. You have legal rights and options that you may exercise before the Court decides whether to give final approval to the Settlement, as described below. Judge Mary Scriven of the United States District Court for the Middle District of Florida is overseeing this class action. The lawsuit is called Robin Taylor v. Cardinal Financial Company, Limited Partnership, Case. No 21-cv-2744 (M.D. Fla.).

What does the Settlement provide? Cardinal Financial has agreed to a Settlement Sum of \$7,200,000. The Settlement Sum will be used to pay all settlement costs, including Settlement Administration Expenses, Fee Award, and all Approved Claims. Members of the Class who submit Approved Claims shall receive an amount not to exceed fifty-one dollars (\$51), less each Class Member's share of any Fee Award. In the event that claims exceed a certain threshold the amount will also be reduced by each Class Member's share of notice and administration costs. Only Approved Claims will be paid. Only one claim per Class Member per telephone number will be validated and deemed an Approved Claim. There may be tax consequences to the Class Member associated with this recovery. Cardinal Financial has also agreed to terminate its relationship with the lead aggregator that sold it the Class Member data used to make the calls at issue.

What are your legal rights and options?

Submit a Claim Form by May 26, 2023: If you are a member of the Class, you must submit a completed Claim Form to receive a payment of up to \$51 per Claimant, less any approved fees and costs. If the Court approves the Settlement and it becomes final and effective, and you remain in the Class, you will receive payment by check.

Exclude Yourself by May 26, 2023: You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement.

Object by May 26, 2023: Write to the Court and appear at a hearing if you not like the Settlement.

Do Nothing: You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Cardinal Financial about the claims in this case.

When is the Final Approval Hearing? The Court has scheduled a Final Approval Hearing on June 26, 2023 at 10:00 am. The hearing may be moved to a different date or time, or may be set for remote appearances, without additional mailed notice, so it is a good idea to check **www.MortgageTCPAClassAction.com** for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

For more information, call the Settlement Administrator at **1-833-630-6692**, write to the Settlement Administrator, Cardinal Financial TCPA Settlement, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, or call Class Counsel at 1-305-469-5881. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at **www.MortgageTCPAClassAction.com**.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO. 36777526

NEW YORK, NY

POSTAGE WILL BE PAID BY ADDRESSEE

CARDINAL FINANCIAL TCPA SETTLEMENT
C/O KROLL SETTLEMENT ADMINISTRATION LLC
P.O. BOX 5324
NEW YORK NY 10126-2876



Carefully separate at perforation

Claimant Identification Number: <<refnum>>

Robin Taylor v. Cardinal Financial, LLC
Case No. 21-cv-2744

CLAIM FORM

This Claim Form must be postmarked by May 26, 2023

Claimant Identification Number: <<refnum>>

<<firstname>> <<mi>> <<lastname>>

<<address1>> <<address2>>

<<City>>, <<State>> <<Zip>>

If different than the preprinted data on the left, please print your correct information:		
First Name	MI	Last Name
Address		
City	State	ZipCode

Current Phone Number (Required): (_____) _____ - _____

Email (Optional): _____ @ _____

Telephone Number(s) for which you were the regular user or subscriber from November 23, 2017 through November 9, 2022 at which you received one or more call(s) from Cardinal Financial (Required):

1. (_____) _____ - _____

2. (_____) _____ - _____

3. (_____) _____ - _____

4. (_____) _____ - _____

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full Notice and Settlement Agreement at **www.MortgageTCPAClassAction.com** or by writing the Settlement Administrator at the email address **info@MortgageTCPAClassAction.com** or the postal address Cardinal Financial TCPA Settlement, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324.

Signature: _____ Date of Signature: ____ / ____ / ____

Exhibit D

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

Robin Taylor v. Cardinal Financial, LLC, No 21-CV-2744

If you received a telemarketing call from Cardinal Financial, you may be entitled to a payment of up to \$51 from a class action settlement.

*A Court authorized this Notice. You are **not** being sued. This is **not** a solicitation from a lawyer.*

- Call records indicate that you may be affected by a Settlement¹ of a class action lawsuit claiming that Defendant Cardinal Financial (“Cardinal Financial”) violated a federal law called the Telephone Consumer Protection Act (“TCPA”) and the Florida Telephone Solicitations Act (“FTA”). Cardinal Financial denies that it violated the law.
- The lawsuit is called *Robin Taylor v. Cardinal Financial Company, Limited Partnership*, Case. No 21-cv-2744. Judge Mary Scriven decided that this Settlement should be a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.
- The Settlement offers payments to Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you are a member of the Class, you must submit a completed Claim Form to receive a payment of up to \$51 per Claimant, less any approved fees and costs. If the Court approves the Settlement and it becomes final and effective, and you remain in the Class, you will receive payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court and appear at a hearing if you do not like the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Cardinal Financial about the claims in this case.

- 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. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

WHAT THIS NOTICE CONTAINS

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1. Why is there a Notice?
2. What is this litigation about?
3. What is the Telephone Consumer Protection Act?
4. Why is this a class action?
5. Why is there a Settlement?

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6. Who is included in the Settlement?
7. What if I am not sure whether I am included in the Settlement?

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8. What does the Settlement provide?
9. How do I file a Claim Form?
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11. How do I get out of the Settlement?
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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit. You have legal rights and options that you may exercise before the Court decides whether to give final approval to the Settlement, as described below. Judge Mary Scriven of the United States District Court for the Middle District of Florida is overseeing this class action. The lawsuit is called *Robin Taylor v. Cardinal Financial Company, Limited Partnership*, Case. No 21-cv-2744 (M.D. Fla.).

2. What is this lawsuit about?

Plaintiff Taylor claims that Cardinal Financial violated the Federal Telephone Consumer Protection Act (TCPA) and the Florida Telephone Solicitations Act (FTSA) by making telemarketing calls to cellular telephone numbers, including numbers on the National Do Not Call Registry. Cardinal Financial denies these allegations.

3. What is a class action and who is involved?

In a class action, one or more people called “Representative Plaintiff” (in this case, Robin Taylor) sue on behalf of a group of people who may have similar claims. The people together are a “Class” or “Class Members.” The individual who sues—and all the Class Members like them—is called the plaintiff. The company that they sue (in this case, Cardinal Financial) is called the Defendant. In a class action, the Court resolves the issues for all Class Members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action for settlement purposes because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

5. Why is there a settlement?

The Court has not found in favor of plaintiff or Cardinal Financial. Instead, the parties have agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Class Members will receive the benefits described in this Notice. Cardinal Financial denies all legal claims in this case, but is settling to avoid the uncertainties and costs attendant with litigation. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE CLASS AND SETTLEMENT

You need to determine whether you are affected by this lawsuit.

6. Am I part of the Class and included in the Settlement?

The Settlement includes the following Class that the Court certified: “All users or subscribers to cellular telephone numbers that were contacted by Defendant from November 23, 2017 through November 9, 2022 after having been supplied by iLeads. For purposes of settlement the parties estimate the class consists of approximately 141,049 individuals.”

You may be part of the Class if you received a telemarketing call from Cardinal Financial-affiliated and:

- Your name and phone number appeared in calling records obtained for this case, in which case you may have received a Notice email or postcard from the Settlement Administrator.
- Even if you did not get an email or postcard, you may still be part of the class if your cell phone number appears in the calling records obtained for this case. If you would like to check your cell phone number against the calling records, please call the Settlement Administrator at **1-833-630-6692** and provide your name, cell phone number, and a current email.

7. What if I’m still not sure if I am included?

If you are still not sure whether you are included, you can call the *Taylor v. Cardinal Financial, Company, Limited Partnership* Settlement Administrator at **1-833-630-6692**, or you can get free help by calling the lawyers in this case at the phone number listed in question 24.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Cardinal Financial has agreed to a Settlement Sum of \$7,200,000. The Settlement Sum will be used to pay all settlement costs, including Settlement Administration Expenses, Fee Award, and all Approved Claims. Members of the Class who submit Approved Claims shall receive an amount not to exceed fifty-one dollars (\$51), less each Class Member’s share of any Fee Award. In the event that claims exceed a certain threshold the amount will also be reduced by each Class Member’s share of notice and administration costs. Only Approved Claims will be paid. Only one claim per Class Member per telephone number will be validated and deemed an Approved Claim. There may be tax consequences to the Class Member associated with this recovery.

Cardinal Financial has also agreed to terminate its relationship with the lead aggregator that sold it the Class Member data used to make the calls at issue.

9. How do I file a claim?

If you qualify for a cash payment you must complete and submit a valid Claim Form. You can file your Claim Form online at www.MortgageTCPAClassAction.com, send it by email to info@MortgageTCPAClassAction.com, or send it by U.S. Mail to the address below. The deadline to file a claim online or by email is **11:59 p.m. PST on May 26, 2023**.

Claim Forms submitted by mail must be postmarked on or before **May 26, 2023** to:

Cardinal Financial Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

10. When will I receive my payment?

Payments to Class Members will be made only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Cardinal Financial on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting-out” of the Class.

11. How do I get out of the settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Cardinal Financial Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

Your request to be excluded from the Settlement must be personally signed by you, be dated, include your full name (or, if a business, business name), address, and the telephone number that allegedly received calls from Cardinal Financial during the Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Agreement. Absent excluding yourself or “opting-out” you are otherwise a member of the Class.

Your exclusion request must be postmarked no later than **May 26, 2023**. You cannot ask to be excluded on the phone, by email, or at the website. Opt-outs must be made individually and cannot be made on behalf of other members of the Class.

12. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Cardinal Financial or any of the Released Parties for the claims that the Settlement resolves. You must exclude yourself from this Settlement to pursue your own lawsuit.

13. What am I giving up to stay in the Settlement?

Unless you opt-out of the Settlement, you cannot sue or be part of any other lawsuit against Cardinal Financial or any of the Released Parties about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.MortgageTCPAClassAction.com. The Settlement Agreement provides more detail regarding the Release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Sum if you exclude yourself from the Settlement.

THE LAWYERS AND THE PLAINTIFF REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Avi Kaufman and Anthony Paronich to represent the Class. They are called “Class Counsel.” They are experienced in handling similar class action cases. More information about these lawyers, their law firms, and their experience is available at <https://kaufmanpa.com/> and www.paronichlaw.com.

16. Should I get my own lawyer?

You are not required to hire your own lawyer because Class Counsel is working on your behalf. If you want to hire your own lawyer, you certainly can, but you will have to pay that lawyer yourself. If you do hire your own lawyer, they may enter an appearance for you and represent you individually in this case.

17. How will the lawyers be paid?

You do not have to pay Class Counsel, or anyone else, to participate. Instead, Class Counsel intend to request attorneys’ fees in an amount not to exceed one-third of the Settlement Sum, plus reimbursement of out-of-pocket Expenses incurred in the Litigation. The Fee Award awarded by the Court will be paid out of the Settlement Sum. The Court will decide the amount of the Fee Award.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

If you are a member of the Class (and do not exclude yourself from the Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- 1) A caption or title that identifies it as “Objection to Class Settlement in *Taylor v. Cardinal Financial Company, Limited Partnership* No. 21-cv-2744 (M.D. Fla.)”;
- 2) Your name, address, and telephone number;
- 3) The name, address, and telephone number of any attorney for you with respect to the objection;
- 4) The factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Class Member, including the phone number(s) at which you received call(s) covered by this Settlement;
- 5) Identification of the case name, case number, and court for any prior class action lawsuit in which you and/or your attorney (if applicable) has objected to a proposed class action settlement; and
- 6) Submit yourself immediately to discovery and/or deposition by the parties.

If you wish to object, you must file your objection with the Court by (a) using the Court’s electronic filing system, (b) mailing it to the Clerk’s Office of the United States District Court for the Middle District of Florida, George C. Young Federal Annex Courthouse, 401 West Central Boulevard, Orlando, Florida 32801, or (c) filing it in person at that location. Your objection must be filed and/or postmarked by **May 26, 2023**.

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

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for attorneys’ fees and Expenses (“Final Approval Hearing”).

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

The Court has scheduled a Final Approval Hearing on **June 26, 2023 at 10:00 am** in the United States District Court Middle District of Florida, located at 801 North Florida Avenue, Tampa, Florida 33602. The hearing may be moved to a different date or time, or may be set for remote appearances, without additional mailed notice, so it is a good idea to check www.MortgageTCPAClassAction.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend the hearing at your own expense.

22. May I speak at the hearing?

If you attend the Final Approval Hearing, you may ask the Court for permission to speak if you have timely objected and you so choose. However, you cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a member of the Class and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

24. Where do I get more information?

For more information, call the Settlement Administrator at 1-833-630-6692, write to the Settlement Administrator, *Cardinal Financial TCPA Settlement*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, or call Class Counsel at 1-305-469-5881. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.MortgageTCPAClassAction.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit E

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO CENTRO DE FLORIDA

Robin Taylor v. Cardinal Financial, LLC, n.º 21-CV-2744

Si recibió una llamada del Centro de atención telefónica de Cardinal Financial, puede tener derecho a un pago de hasta \$51 por un acuerdo de demanda colectiva.

*Un tribunal autorizó esta notificación. No lo están demandando. Esta **no** es una solicitud de abogado.*

- Los registros de llamadas indican que usted puede verse afectado por un Acuerdo¹ de una demanda colectiva que alega que la demandada Cardinal Financial (“Cardinal Financial”) infringió una ley federal llamada Ley de Protección al Consumidor por Vía Telefónica (“TCPA”) y la Ley de Solicitudes Telefónicas de Florida (“FTA”). Cardinal Financial niega haber infringido la ley.
- La demanda se llama *Robin Taylor v. Cardinal Financial Company, Limited Partnership*, Caso n.º 21-cv-2744. La jueza Mary Scriven decidió que este Acuerdo debería ser una demanda colectiva en nombre de un Colectivo, o grupo de personas que podrían incluirlo a usted, y se ha llegado a un Acuerdo que involucra a este Colectivo.
- El Acuerdo ofrece pagos a los Miembros del Colectivo que presenten Reclamos válidos.
- Sus derechos legales se ven afectados, ya sea que actúe o no actúe. Lea atentamente esta Notificación.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
PRESENTAR UN FORMULARIO DE RECLAMO	Si usted es miembro del Colectivo, debe presentar un Formulario de Reclamo completo para recibir un pago de hasta \$51 por Reclamante, menos los honorarios y costos aprobados. Si el Tribunal aprueba el Acuerdo y se convierte en definitivo y efectivo, y usted permanece en el Colectivo, recibirá el pago mediante cheque.
EXCLUIRSE	Puede solicitar ser excluido del Acuerdo y, si lo hace, no recibirá ningún beneficio del Acuerdo.
OBJETAR	Escribir al Tribunal y comparecer en una audiencia si no le agrada el Acuerdo.
NO HACER NADA	No recibirá un pago si no presenta oportunamente un Formulario de Reclamo completo, y renunciará a su derecho a presentar su propia demanda contra Cardinal Financial por los reclamos que se plantean en este caso.

- En esta Notificación se explican estos derechos y opciones, **y los plazos para ejercerlos.**
- El Tribunal a cargo de este caso aún tiene que decidir si aprueba el Acuerdo. Si lo hace, y después de que se resuelvan las apelaciones, se distribuirán los beneficios a aquellos que presenten Formularios de Reclamo que cumplan los requisitos. Sea paciente.

¹ Los términos en mayúscula en este documento tienen los mismos significados que los definidos en el Acuerdo de Conciliación.

¿QUÉ CONTIENE ESTA NOTIFICACIÓN?

INFORMACIÓN BÁSICA..... PÁGINA 3

1. ¿Por qué hay una Notificación?
2. ¿En qué consiste este litigio?
3. ¿Qué es la Ley de Protección al Consumidor por Vía Telefónica?
4. ¿Por qué es una demanda colectiva?
5. ¿Por qué hay un Acuerdo?

QUIÉN FORMA PARTE DEL ACUERDO PÁGINA 4

6. ¿Quién esta incluido en el Acuerdo?
7. ¿Qué pasa si no estoy seguro de estar incluido en el Acuerdo?

LOS BENEFICIOS DEL ACUERDO PÁGINA 4-5

8. ¿Qué proporciona el Acuerdo?
9. ¿Cómo presento un Formulario de Reclamo?
10. ¿Cuándo recibiré mi pago?

EXCLUIRSE DEL ACUERDO PÁGINA 5-6

11. ¿Cómo puedo excluirme del Acuerdo?
12. Si no me excluyo, ¿puedo demandar a la Demandada por los mismos cargos, más adelante?
13. ¿A qué renuncio si permanezco en el Colectivo?
14. Si me excluyo, ¿puedo igual recibir un pago?

LOS ABOGADOS Y EL DEMANDANTE QUE LO REPRESENTAN..... PÁGINA 6

15. ¿Cuento con un abogado en el caso?
16. ¿Debo contratar a mi propio abogado?
17. ¿Cómo se les pagará a los abogados?

OBJETAR EL ACUERDO PÁGINA 7

18. ¿Cómo le comunico al Tribunal que no me agrada el Acuerdo?
19. ¿Cuál es la diferencia entre objetar y excluirse a sí mismo?

LA AUDIENCIA DE APROBACIÓN DEFINITIVA PÁGINA 7-8

20. ¿Cuándo y dónde decidirá el Tribunal aprobar el Acuerdo?
21. ¿Tengo que concurrir a la audiencia?
22. ¿Puedo hablar en la audiencia?

SI NO HACE NADA..... PÁGINA 8

23. ¿Qué pasa si no hago nada en absoluto?

OBTENER MÁS INFORMACIÓN..... PÁGINA 8

24. ¿Cómo obtengo más información?

INFORMACIÓN BÁSICA

1. ¿Por qué se emitió esta Notificación?

El Tribunal autorizó esta Notificación porque usted tiene derecho a saber acerca de un Acuerdo propuesto por una demanda colectiva. Usted tiene derechos y opciones legales en función de los cuales puede actuar antes de que el Tribunal decida si otorga la aprobación definitiva al Acuerdo propuesto, como se describe a continuación. La jueza Mary Scriven del Tribunal de Distrito de los Estados Unidos para el Distrito Centro de Florida está supervisando esta demanda colectiva. La demanda se llama *Robin Taylor v. Cardinal Financial Company, Limited Partnership*, Caso n.º 21-cv-2744 (M.D. Fla.)

2. ¿De qué se trata esta demanda?

El demandante Taylor afirma que Cardinal Financial infringió la Ley Federal de Protección al Consumidor por Vía Telefónica (TCPA) y la Ley de Solicitudes Telefónicas de Florida (FTSA) al hacer llamadas de telemarketing a números de teléfonos celulares, incluidos números que aparecen en el Registro Nacional “No llame”. Cardinal Financial niega estas acusaciones.

3. ¿Qué es una demanda colectiva y quién está involucrado?

En una demanda colectiva, una o más personas llamadas “Demandante Representante” (en este caso, Robin Taylor) demandan en nombre de un grupo de personas que tienen reclamos similares. Todas estas personas en su conjunto constituyen un “Colectivo” o “Miembros del Colectivo”. El individuo que demanda, y todos los Miembros del Colectivo como él, se llaman el demandante. La compañía a la que demandan (en este caso, Cardinal Financial) se llama la Demandada. En una demanda colectiva, el Tribunal resuelve los asuntos de todos los Miembros del Colectivo, excepto de aquellos que se excluyen a sí mismos del Colectivo.

4. ¿Por qué esta demanda es una demanda colectiva?

El Tribunal decidió que esta demanda puede ser una demanda colectiva a efectos de la conciliación, porque cumple con los requisitos de la Norma Federal de Procedimiento Civil 23, que rige las demandas colectivas en los tribunales federales.

5. ¿Por qué hay un acuerdo?

El Tribunal no ha fallado a favor del demandante o de Cardinal Financial. En cambio, las partes han decidido llegar a un Acuerdo. Al aceptar el Acuerdo, las Partes evitan los costos y la incertidumbre de un juicio, y si el Tribunal aprueba el Acuerdo, los Miembros del Colectivo del Acuerdo recibirán los beneficios descritos en esta Notificación. Cardinal Financial niega todos los reclamos legales que se plantean en este caso, pero está dispuesta a llegar a un acuerdo para evitar las incertidumbres y los costos que conlleva un litigio. El demandante y sus abogados piensan que el Acuerdo propuesto es lo mejor para todos los afectados.

QUIÉN FORMA PARTE DEL COLECTIVO Y DEL ACUERDO

Usted debe determinar si está afectado por esta demanda.

6. ¿Soy parte del Colectivo y estoy incluido en el Acuerdo?

El Acuerdo incluye al siguiente Colectivo que el Tribunal certificó: “Todos los usuarios o suscriptores de números de teléfono celular que fueron contactados por la Demandada desde el 23 de noviembre de 2017 hasta el 9 de noviembre de 2022 después de haber sido suministrados por iLeads. A los efectos del acuerdo, las partes estiman que el Colectivo consta de aproximadamente 141,049 individuos”.

Usted puede formar parte del Colectivo si recibió una llamada de telemarketing de una empresa asociada a Cardinal Financial y:

- Su nombre y número de teléfono aparecieron en los registros de llamadas obtenidos para este caso, por lo tanto, es posible que haya recibido una Notificación por correo electrónico o correo postal del Administrador del Acuerdo.
- Incluso si no recibió un correo electrónico o postal, aún puede ser parte del colectivo si su número de teléfono celular aparece en los registros de llamadas obtenidos para este caso. Si desea verificar su número de teléfono celular con los registros de llamadas, llame al Administrador del Acuerdo al **1-833-630-6692** y proporcione su nombre, número de teléfono celular y un correo electrónico actual.

7. ¿Qué pasa si todavía no estoy seguro de estar incluido?

Si aún no está seguro de estar incluido, puede llamar al Administrador del Acuerdo *Taylor v. Cardinal Financial, Company, Limited Partnership* al **1-833-630-6692**, o puede obtener ayuda gratuita llamando a los abogados de este caso al número de teléfono que figura en la pregunta 24.

LOS BENEFICIOS DEL ACUERDO

8. ¿Qué proporciona el Acuerdo?

Cardinal Financial ha acordado una Suma del Acuerdo de \$7,200,000. La Suma del Acuerdo se utilizará para pagar todos los costos del Acuerdo, incluidos los Gastos de Administración del Acuerdo, la Adjudicación de Honorarios y todos los Reclamos Aprobados. Los Miembros del Colectivo que presenten Reclamos Aprobados recibirán una cantidad que no superará los cincuenta y un dólares (\$51), menos la proporción de la Adjudicación de Honorarios que le corresponda a cada Miembro del Colectivo. En el caso de que los reclamos excedan un cierto umbral, el monto también se reducirá según la proporción de los costos de notificación y administración que le corresponda a cada Miembro del Colectivo. Solo se pagarán Reclamos Aprobados. Solo se validará un reclamo por número de teléfono por Miembro del Colectivo y se considerará un Reclamo Aprobado. Puede haber consecuencias fiscales para el Miembro del Colectivo, asociadas con este reintegro.

Cardinal Financial también acordó poner fin a su relación con el operador de datos de potenciales clientes que le vendió los datos de los Miembros del Colectivo utilizados para realizar las llamadas en cuestión.

9. ¿Cómo presento un reclamo?

Si cumple con los requisitos para recibir un pago en efectivo, debe completar y enviar un Formulario de Reclamo válido. Puede presentar su Formulario de Reclamo en línea en www.MortgageTCPAClassAction.com, enviarlo por correo electrónico a info@MortgageTCPAClassAction.com o por correo postal a la dirección que se indica a continuación. La fecha límite para presentar un reclamo en línea o por correo electrónico es **el 26 de mayo de 2023 a las 11:59 p. m. PST**.

Los Formularios de Reclamo enviados por correo deben tener el sello postal con fecha no posterior al **26 de mayo de 2023** y dirigirse a:

Cardinal Financial Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

Independientemente del método que elija para presentar su Formulario de Reclamo, lea atentamente el Formulario de Reclamo y proporcione toda la información requerida.

10. ¿Cuándo recibiré mi pago?

Los pagos a los Miembros del Colectivo se efectuarán únicamente después de que el Tribunal otorgue la aprobación definitiva del Acuerdo y después de que se resuelvan las apelaciones (*ver* “Audiencia de Aprobación Definitiva”, a continuación). Si se presentan apelaciones, resolverlas puede llevar tiempo. Sea paciente.

EXCLUIRSE DEL ACUERDO

Si no desea recibir los beneficios del Acuerdo y desea mantener el derecho a demandar o seguir demandando a Cardinal Financial por su cuenta por las cuestiones legales planteadas en este caso, entonces debe tomar las medidas necesarias para excluirse del Acuerdo. Esto se llama excluirse a sí mismo, y, a veces, se conoce como “optar por no participar” del Colectivo.

11. ¿Cómo me excluyo del acuerdo?

Para excluirse del Acuerdo, debe enviar oportunamente una carta por correo a:

Cardinal Financial Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

Su solicitud para ser excluido del Acuerdo debe estar firmada personalmente por usted, estar fechada, incluir su nombre completo (o, si es una empresa, el nombre comercial), la dirección y el número de teléfono que supuestamente recibió llamadas de Cardinal Financial durante el Período de la Demanda Colectiva, y debe indicar claramente que la Persona desea ser excluida del Litigio y del Acuerdo. Si no se excluye a sí mismo o no “opta por no participar” usted es miembro del Colectivo.

Su solicitud de exclusión debe tener el sello postal con fecha no posterior al **26 de mayo de 2023**. No puede pedir ser excluido por teléfono, correo electrónico o en el sitio web. Las exclusiones voluntarias deben hacerse individualmente y no pueden hacerse en nombre de otros miembros del Colectivo.

12. Si no me excluyo, ¿puedo demandar a la Demandada por los mismos cargos, más adelante?

No. A menos que se excluya a sí mismo, usted renuncia al derecho de demandar a Cardinal Financial o a cualquier otra Parte Exonerada por los reclamos que resuelve este Acuerdo. Debe excluirse de este Acuerdo para proseguir con su propia demanda.

13. ¿A qué renuncio para permanecer en el Acuerdo?

A menos que opte por no participar en el Acuerdo, no puede demandar ni ser parte de ninguna otra demanda contra Cardinal Financial o cualquiera de las Partes Exoneradas por las cuestiones que se plantean en este caso, incluido cualquier litigio, arbitraje o procedimiento existente. A menos que se excluya, todas las decisiones y sentencias del Tribunal serán vinculantes para usted.

El Acuerdo de Conciliación está disponible en www.MortgageTCPAClassAction.com. El Acuerdo de Conciliación proporciona más detalles sobre la Exoneración y describe los Reclamos Exonerados con detalles específicos en la terminología legal necesaria y precisa, así que léalo cuidadosamente.

14. Si me excluyo, ¿puedo igual recibir un pago?

No. No obtendrá un pago por la Suma del Acuerdo si se excluye del Acuerdo.

LOS ABOGADOS Y EL DEMANDANTE QUE LO REPRESENTAN

15. ¿Cuento con un abogado en el caso?

El Tribunal ha designado a Avi Kaufman y Anthony Paronich para representar al Colectivo. Se los llama “Abogados del Colectivo”. Tienen experiencia en el manejo de casos similares de demandas colectivas. En <https://kaufmanpa.com/> y www.paronichlaw.com encontrará más información sobre estos abogados, sus bufetes de abogados y su experiencia.

16. ¿Debo contratar a mi propio abogado?

No necesita contratar a su propio abogado porque los Abogados del Colectivo trabajan en su nombre. Si desea contratar a su propio abogado, puede hacerlo, pero tendrá que pagarle a ese abogado usted mismo. Si contrata a su propio abogado, este abogado puede comparecer por usted y representarlo individualmente en este caso.

17. ¿Cómo se les pagará a los abogados?

No tiene que pagar a los Abogados del Colectivo, ni a nadie más, para participar. En cambio, los Abogados del Colectivo tienen la intención de solicitar honorarios de abogados por un monto que no exceda un tercio de la Suma del Acuerdo, más el reembolso de los Gastos de bolsillo incurridos en el Litigio. La Adjudicación de Honorarios otorgada por el Tribunal se pagará con cargo a la Suma del Acuerdo. El Tribunal decidirá el importe de la Adjudicación de Honorarios.

OBJETAR EL ACUERDO**18. ¿Cómo le comunico al Tribunal si no me agrada el acuerdo?**

Si usted es un Miembro del Colectivo (y no se excluye del Colectivo), puede objetar cualquier parte del Acuerdo. Para objetar, debe enviar oportunamente una carta que incluya lo siguiente:

- 1) Una leyenda o título que indique que se trata de una “Objeción al Acuerdo Colectivo en *Taylor v. Cardinal Financial Company, Limited Partnership* n.º 21-cv-2744 (M.D. Fla.)”;
- 2) Su nombre, dirección y número de teléfono.
- 3) El nombre, la dirección y el número de teléfono de cualquier abogado que lo represente con respecto a la objeción.
- 4) La base fáctica y los fundamentos legales de la objeción, incluidos los documentos suficientes para establecer los fundamentos de su postura como Miembro del Colectivo, incluidos los números de teléfono en los que recibió la o las llamadas contempladas por este Acuerdo.
- 5) Identificación del nombre del caso, número de caso y tribunal de cualquier demanda colectiva anterior en la que usted o su abogado (si corresponde) se hayan opuesto a un acuerdo de demanda colectiva propuesto; y
- 6) Someterse inmediatamente a la producción extrajudicial de pruebas o la declaración de las partes prestada en forma extrajudicial.

Si desea objetar, debe presentar su objeción ante el Tribunal (a) utilizando el sistema de presentación electrónica del Tribunal, (b) enviándola por correo a la Oficina del Secretario del Tribunal de Distrito de los Estados Unidos para el Distrito Centro de Florida, George C. Young Federal Annex Courthouse, 401 West Central Boulevard, Orlando, Florida 32801 o (c) en persona en ese lugar. Su objeción debe ser presentada o tener el sello postal con fecha no posterior al **26 de mayo de 2023**.

19. ¿Cuál es la diferencia entre objetar y excluirse a sí mismo?

Objetar es expresarle al Tribunal que no le agrada algo del Acuerdo. Solo puede objetar el Acuerdo si no se excluye. Excluirse significa expresarle al Tribunal que no desea formar parte del Acuerdo. Si se excluye, no tiene ningún fundamento para objetar porque el acuerdo ya no lo afecta.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA

El Tribunal celebrará una audiencia para decidir si aprueba el Acuerdo y la solicitud de honorarios y gastos de abogados (“Audiencia de Aprobación Definitiva”).

20. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal ha programado una Audiencia de Aprobación Definitiva para el **26 de junio de 2023 a las 10:00 a. m.** en el Tribunal de Distrito de los Estados Unidos Distrito Centro de Florida, ubicado en 801 North Florida Avenue, Tampa, Florida 33602. La audiencia puede cambiar de fecha u horario o programarse para comparecencias a distancia, sin notificación previa por correo, por eso se recomienda revisar el sitio web www.MortgageTCPAClassAction.com para verificar las actualizaciones. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. El Tribunal también considerará las solicitudes de honorarios y gastos de abogados presentadas por los Abogados del Colectivo. Si hay objeciones, el Tribunal las considerará en ese momento. Después de la audiencia, el Tribunal decidirá si aprueba el acuerdo. Se desconoce cuánto tiempo demandarán esas decisiones.

21. ¿Tengo que concurrir a la audiencia?

No. Los Abogados del Colectivo responderán las preguntas que desee formular el Tribunal. Si lo desea, puede concurrir a la audiencia a su propio cargo.

22. ¿Puedo hablar en la audiencia?

Si concurre a la Audiencia de Aprobación Definitiva, puede pedir permiso al Tribunal para hablar si se ha opuesto oportunamente y así lo desea. Sin embargo, no puede hablar en la audiencia si se excluyó del Acuerdo.

SI NO HACE NADA**23. ¿Qué pasa si no hago absolutamente nada?**

Si usted es miembro del Colectivo y no hace nada, es decir, no presenta un Reclamo oportuno, no obtendrá beneficios del Acuerdo. Además, a menos que se excluya, estará obligado por la sentencia dictada por el Tribunal.

OBTENER MÁS INFORMACIÓN

24. ¿Dónde puedo obtener más información?

Para obtener más información, llame al Administrador del Acuerdo al 1-833-630-6692, escriba al Administrador del Acuerdo, *Cardinal Financial TCPA Settlement*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324 o llame a los Abogados del Colectivo al 1-305-469-5881. Para obtener una declaración completa y definitiva de las condiciones del Acuerdo, consulte el Acuerdo de Conciliación en www.MortgageTCPAClassAction.com.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA HACER CONSULTAS SOBRE ESTE ACUERDO.

Exhibit F

<<refnum>>

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Cardinal Financial TCPA Settlement**CLAIM FORM****Section I - Instructions****This form must be received by the Settlement Administrator no later than May 26, 2023.**

This Claim Form may be submitted in one of three ways:

1. Electronically through **www.MortgageTCPAClassAction.com**.
2. Via email to info@MortgageTCPAClassAction.com. Please fill out the enclosed pages, scan the document in its entirety if necessary, and include the form as an attachment.
3. Mail to: *Cardinal Financial TCPA Settlement*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324.

To be effective as a claim under the proposed Settlement, this Claim Form must be completed, signed, and sent, as outlined above, **no later than May 26, 2023**. If this Claim Form is not postmarked or submitted by this date, you will remain a member of the Class but will not receive any payment from the Settlement.

Section II - Class Member Information**Claimant Name (Required):****First Name:**

Last Name:

Claimant Identification Number (Required):6 7 1 8 2 **Current Contact Information****Street Address (Required):**

City (Required):**State (Required):****Zip Code (Required):**

Email (Optional):



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Page 1 of 3

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Preferred Phone Number (Required):

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Your contact information will be used by the Settlement Administrator to contact you, if necessary, about your claim. Provision of your email address is optional. By providing contact information, you agree that the Settlement Administrator may contact you about your claim.

Section III – Confirmation of Class Membership

Telephone number(s) for which you were the regular user or subscriber from November 23, 2017 through November 9, 2022 at which you received one or more call(s) from Cardinal Financial:

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Section IV – Required Affirmations

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full Notice and Settlement Agreement at www.MortgageTCPAClassAction.com or by writing the Settlement Administrator at the email address info@MortgageTCPAClassAction.com or the postal address *Cardinal Financial TCPA Settlement, c/o Kroll Settlement Administration LLC*, PO Box 5324, New York, NY 10150-5324.

Signature: _____ Dated: ____ / ____ / ____



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Exhibit G

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Página 2 de 3

67182XXXXXXXX

6 7 1 8 2 X X X X X X X X

Número de teléfono preferido (requerido):
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El Administrador del Acuerdo utilizará su información de contacto para comunicarse con usted, si es necesario, sobre su reclamo. Brindar su dirección de correo electrónico es opcional. Al proporcionar información de contacto, usted acepta que el Administrador del Acuerdo puede comunicarse con usted por su reclamo.

Sección III – Confirmación de membresía del Colectivo

Número(s) de teléfono que tenía como usuario o abonado habitual desde el 23 de noviembre de 2017 hasta el 9 de noviembre de 2022 en el/los que recibió una o más llamada(s) de Cardinal Financial:

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Sección IV – Afirmaciones requeridas

Acepto que, al enviar este Formulario de Reclamo, la información contenida en este Formulario de Reclamo es verdadera y correcta a mi leal saber y entender. Entiendo que mi Formulario de Reclamo puede estar sometido a auditoría, verificación y revisión judicial. Soy consciente de que puedo obtener una copia de las Notificaciones y del Acuerdo de Conciliación completo en www.MortgageTCPAClassAction.com o escribiendo al Administrador del Acuerdo a la dirección de correo electrónico info@MortgageTCPAClassAction.com o a la dirección postal *Cardinal Financial TCPA Settlement, c/o Kroll Settlement Administration LLC, PO Box 5324, Nueva York, NY 10150-5324*.

Firma: _____ Fecha: ____ / ____ / ____

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Página 3 de 3

Página 3 de 3

Exhibit H

Archived: Thursday, June 8, 2023 3:52:03 PM

From: Kroll Settlement Administration LLC

Sent: Mon, 20 Mar 2023 16:15:04

To: Robinson, Michelle

Subject: Robin Taylor v. Cardinal Financial, LLC - NOTICE REGARDING CLASS ACTION SETTLEMENT

Sensitivity: Normal

Claimant Identification Number: 67182MICHELLER

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

Robin Taylor v. Cardinal Financial, LLC, No 21-cv-2744

If you received a telemarketing call from Cardinal Financial, you may be entitled to a payment of up to \$51 from a class action Settlement.

*A Court authorized this Notice. You are **not** being sued. This is **not** a solicitation from a lawyer.*

Call records indicate that you may be affected by a Settlement^[1] of a class action lawsuit claiming that Defendant Cardinal Financial Company, Limited Partnership ("Cardinal Financial") violated a federal law called the Telephone Consumer Protection Act ("TCPA") and the Florida Telephone Solicitations Act (FTSA). Cardinal Financial denies that it violated the law.

The lawsuit is called Robin Taylor v. Cardinal Financial Company, Limited Partnership, Case. No 21-cv-2744 (M.D. Fla.). Judge Mary Scriven decided that this Settlement should be a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.

The Settlement offers payments to Class Members who file valid Claims. Your legal rights are affected whether you act or do not act. Read this Notice carefully.

Who's Included? The Settlement includes the following Class that the Court certified: "All users or subscribers to cellular telephone numbers that were contacted by Defendant from November 23, 2017 through November 9, 2022 after having been supplied by iLeads. For purposes of settlement, the parties estimate the Class consists of approximately 141,049 individuals."

You are receiving this Notice because your name and phone number appeared in calling records obtained for this case.

What are the Settlement Terms? Cardinal Financial has agreed to a Settlement Sum of \$7,200,000. The Settlement Sum will be used to pay all settlement costs, including Settlement Administration Expenses, any Fee Award awarded to Class Counsel by the Court, and all Approved Claims. Members of the Class who submit Approved Claims shall receive an amount not to exceed fifty-one dollars (\$51), less each Class Member's share of any attorneys' fees and Expenses. In the event that claims exceed a certain threshold, the amount will also be reduced by each Class Member's share of notice and administration costs. Only Approved Claims will be paid. Only one claim per telephone number will be validated and deemed an Approved Claim.

Cardinal Financial has also agreed to terminate its relationship with the lead aggregator that sold it the Class Member data used to make the calls at issue.

How can I get a Payment? By completing the Claim Form attached to this Notice and submitting it by U.S. mail to the Settlement Administrator at the address on the Claim Form. You may also download or file a Claim Form online at www.MortgageTCPAClassAction.com or by email to info@MortgageTCPAClassAction.com. If you send in a Claim Form by regular mail, it must be postmarked on or before May 26, 2023. The deadline to file a Claim Form online or by email is **11:59 p.m. PST on May 26, 2023**.

What are my Other Options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **May 26, 2023** by sending the Settlement Administrator a letter that complies with the procedure set forth in the Settlement, available at the settlement website. If you do not exclude yourself, you can share in the Settlement Sum by completing and submitting a Claim Form, and you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. Even though you submit a Claim Form, you may object to the Settlement by **May 26, 2023** by complying with the objection procedures detailed in the Settlement. The Court will hold a Final Approval Hearing on **June 26, 2023** to consider whether to approve the Settlement and a request for attorneys' fees not to exceed one third of the Settlement Sum and reimbursement of expenses. If

you properly object, you may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to. For more information, call the Settlement Administrator or visit the settlement website.

www.MortgageTCPAClassAction.com

(833) 630-6692

[1] Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

If michelle.robinson@kroll.com should not be subscribed or if you need to change your subscription information for Taylor Cardinal, [please use this preferences page](#).

Exhibit I

De: Administración del acuerdo Kroll

Para:

Asunto:

Número de identificación del reclamante: <<refnum>>

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO
CENTRO DE FLORIDA

Robin Taylor v. Cardinal Financial, LLC, n.º 21-CV-2744

Si recibió una llamada del Centro de atención telefónica de Cardinal Financial, puede tener derecho a un pago de hasta \$51 por un Acuerdo de demanda colectiva.

*Un tribunal autorizó esta notificación. No lo están demandando. Esta **no** es una solicitud de abogado.*

Los registros de llamadas indican que usted puede verse afectado por un Acuerdo¹ de una demanda colectiva que alega que la demandada Cardinal Financial Company, Limited Partnership (“Cardinal Financial”) infringió una ley federal llamada Ley de Protección al Consumidor por Vía Telefónica (“TCPA”) y la Ley de Solicitudes Telefónicas de Florida (FTSA). Cardinal Financial niega haber infringido la ley.

La demanda se llama Robin Taylor v. Cardinal Financial Company, Limited Partnership, Caso n.º 21-cv-2744 (M.D. Fla.) La jueza Mary Scriven decidió que este Acuerdo debería ser una demanda colectiva en nombre de un Colectivo, o grupo de personas que podría incluirlo a usted, y se ha llegado a un Acuerdo que involucra a este Colectivo.

El Acuerdo ofrece pagos a los Miembros del Colectivo que presenten Reclamos válidos. Sus derechos legales se ven afectados, ya sea que actúe o no actúe. Lea atentamente esta Notificación.

¿Quién está incluido? El Acuerdo incluye al siguiente Colectivo que el Tribunal certificó: “Todos los usuarios o suscriptores de números de teléfono celular que fueron contactados por la Demandada desde el 23 de noviembre de 2017 hasta el 9 de noviembre de 2022 después de haber sido suministrados por iLeads. A los efectos del acuerdo, las partes estiman que el Colectivo consta de aproximadamente 141,049 individuos”.

¹ Los términos en mayúscula en este documento tienen los mismos significados que los definidos en el Acuerdo de Conciliación.

Usted está recibiendo esta Notificación porque su nombre y número de teléfono aparecieron en los registros de llamadas obtenidos para este caso.

¿Cuáles son los Términos del Acuerdo? Cardinal Financial ha acordado una Suma del Acuerdo de \$7,200,000. La Suma del Acuerdo se utilizará para pagar todos los costos del Acuerdo, incluidos los Gastos de Administración del Acuerdo, cualquier Adjudicación de Honorarios otorgada a los Abogados del Colectivo por el Tribunal y todos los Reclamos Aprobados. Los Miembros del Colectivo que presenten Reclamos Aprobados recibirán una cantidad que no superará los cincuenta y un dólares (\$51), menos la proporción de honorarios y gastos de los abogados que le corresponde a cada Miembro del Colectivo. En el caso de que los reclamos excedan un cierto umbral, el monto también se reducirá según la proporción de los costos de notificación y administración que le corresponda a cada Miembro del Colectivo. Solo se pagarán Reclamos Aprobados. Solo se validará un reclamo por número de teléfono y se considerará un Reclamo Aprobado.

Cardinal Financial también acordó terminar su relación con el operador de datos de potenciales clientes que le vendió los datos de los Miembros del Colectivo utilizados para realizar las llamadas en cuestión.

¿Cómo puedo recibir un pago? Completando el Formulario de Reclamo adjunto y enviándolo por correo postal de EE. UU. al Administrador del Acuerdo, a la dirección que figura en el Formulario de Reclamo. También puede descargar o presentar un Formulario de Reclamo en línea en www.MortgageTCPAClassAction.com o por correo electrónico a info@MortgageTCPAClassAction.com. Si envía un Formulario de Reclamo por correo postal, debe tener el sello postal con fecha del 26 de mayo de 2023 o antes. La fecha límite para presentar un Formulario de Reclamo en línea o por correo electrónico es el 26 de mayo de 2023 a las **11:59 p. m. PST**.

¿Qué otras opciones tengo? Si no desea quedar legalmente vinculado por el Acuerdo, debe excluirse a más tardar el **26 de mayo de 2023** enviando al Administrador del Acuerdo una carta que cumpla con el procedimiento establecido en el Acuerdo, el cual está disponible en el sitio web del acuerdo. Si no se excluye, puede compartir la Suma del Acuerdo, para ello debe completar y enviar un Formulario de Reclamo, y exonerará cualquier reclamo que pudiera tener, como se describe más detalladamente en el Acuerdo de Conciliación, disponible en el sitio web del acuerdo. Aunque envíe un Formulario de Reclamo, puede oponerse al Acuerdo a más tardar el **26 de mayo de 2023**, para lo cual deberá cumplir con los procedimientos de objeción detallados en el Acuerdo. El Tribunal celebrará una Audiencia de Aprobación Definitiva el **26 de junio de 2023** para considerar si aprueba el Acuerdo y la solicitud de honorarios de abogados que no excedan un tercio de la Suma del Acuerdo y el reembolso de los gastos. Si se opone adecuadamente, puede comparecer en la audiencia, ya sea usted mismo o a través de un abogado contratado por usted, pero no tiene la obligación de hacerlo. Para obtener más información, llame al Administrador del Acuerdo o visite el sitio web del acuerdo.

www.MortgageTCPAClassAction.com

(833) 630-6692

Exhibit J

Exclusion List	
Count	Class Member
1	John Noll