

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

ROBERT H. BRAVER, for himself and all)	
individuals similarly situated,)	
)	
Plaintiff,)	
)	
v.)	Case No. 5:17-cv-00383-F
)	
NORTHSTAR ALARM SERVICES, LLC, a)	
Utah Limited Liability Company,)	
YODEL TECHNOLOGIES, and)	
DOES 2-10, UNKNOWN INDIVIDUALS,)	
)	
Defendants.)	

**ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
APPROVING NOTICE PLAN, AND SETTING FINAL APPROVAL HEARING**

This matter came before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of a settlement (the “Settlement”) between the certified class and defendant Yodel Technologies, LLC (“Yodel”) pursuant to a written agreement (the “Agreement”) between Plaintiff and Class Representative Robert Braver (“Braver”) on the one hand, and Yodel, on the other (together, the “Parties”). Based on this Court’s review of the Agreement and Plaintiff’s Motion for Preliminary Approval, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

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

2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Class.

3. Scope of Settlement. The Agreement resolves all claims asserted against Yodel in the Action. Defendant NorthStar Alarm Services, LLC (“NorthStar”) is not a party to the Agreement, and the claims asserted against NorthStar are not resolved by the Agreement and remain pending.

4. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable, and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm’s length between experienced attorneys familiar with the legal and factual issues of this case; and, (c) with respect to the forms of notice of the material terms of the Agreement to persons in the Class for their consideration (Exs. 1, 3, and 5 to the Agreement), that notice is appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

5. Class Certification. The Class is the same class that the Court certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on October 15, 2018, which is defined as follows:

Class:

All persons in the Red Dot Data marketing list for whom Yodel’s records reflect a telephone call regarding NorthStar’s home security systems that lasted more than 30 seconds, that was handled by an agent who applied status code 20 or 50 to the call, and that resulted in the normal clearing disposition.

Subclass:

All persons in the Red Dot Data marketing list for whom Yodel's records reflect a telephone call regarding NorthStar's home security systems that lasted more than 30 seconds, that was handled by an agent who applied status code 50 to the call, and that resulted in the normal clearing disposition.

Excluded from the class are:

Any persons whose contact information is associated with either an IP address or website URL in the Red Dot Data marketing list.

6. Class Representative. Braver shall continue to act as the representative of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

7. Class Counsel. Keith Keogh and Timothy Sostrin of Keogh Law, LTD, and David Humphreys, Luke Wallace, and Paul Catalano of Humphreys Wallace Humphreys, P.C. shall continue to act as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

8. Final Approval Hearing. At 9:00 a.m. on June 25, 2021, in Courtroom 401 of the William J. Holloway, Jr. United States Courthouse, 200 N.W. 4th St., Oklahoma City, OK 73102, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, and (b) Class Counsel's application for attorneys' fees and expenses, and service award to Plaintiff, should be granted, and in what amount. No later than March 29, 2021, Plaintiff must file papers in support of Class Counsel's application for attorneys' fees and expenses and the service award to the Plaintiff. No later than June 11, 2021, which is fourteen (14) calendar days prior to

the Final Approval Hearing, papers in support of final approval of the Settlement and response to any written objections must be filed.

9. Settlement Claims Administrator. Kurtzman Carson Consultants (“KCC”) is hereby appointed as the Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Agreement and this Order.

10. Class Notice. The Court approves the proposed plan for giving notice to the Class directly (using post cards) and through establishment of a Settlement Website, as more fully described in Plaintiffs’ Motion and the Agreement (“Notice Plan”). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances. The Court hereby directs the Parties and the Claims Administrator to complete all aspects of the Notice Plan no later than February 26, 2021 (“Notice Deadline”).

11. The Claims Administrator will file with the Court by no later than June 11, 2021, which is fourteen (14) calendar days prior to the Final Approval Hearing, proof that notice was provided in accordance with the Agreement and this Order.

12. Opt-Out and Objection Deadline. Persons in the Class who wish to either object to the Settlement or request exclusion from the Class must do so by April 27, 2021, which is sixty (60) calendar days after the Notice Deadline. Persons in the Class

may not both object and opt-out. If a person both requests to opt-out and objects, the request to opt-out will control.

13. Exclusion from the Class. To request exclusion from the Class, a person in the Class must follow the directions in the Class Notice and send a fully completed request to the Claims Administrator at the address designated in the Class Notice by the Opt-Out and Objection Deadline. Exclusion requests must: (i) be signed by the person in the Class who is requesting exclusion; (ii) include the full name and address of the person in the Class requesting exclusion; and (iii) include the following statement: “I/we request to be excluded from the Class in the Yodel TCPA action.” No request for exclusion will be valid unless all of the information described above is included. No person in the Class, or any person acting on behalf of or in concert or participation with that person in the Class, may exclude any other person in the Class from the Class.

14. The Claims Administrator will retain a copy of all requests for exclusion. Not later than fourteen (14) calendar days before the Final Approval Hearing, the Claims Administrator will file under seal with the Court a declaration that lists all of the exclusion requests received.

15. If a timely and valid exclusion request is made by a person in the Class, then the Agreement, and any determinations and judgments concerning the Settlement will not bind the excluded person.

16. Members of the Class who do not timely and validly exclude themselves will be bound by all determinations and judgments concerning the Settlement.

17. Objections to the Settlement. To object to the Settlement, Class Members must follow the directions below and in the Class Notice, and file a written objection with the Court by the Opt-Out and Objection Deadline. Class Members also must mail the objection by the Opt-Out and Objection Deadline to each of the following: (i) Class Counsel – Keogh Law, Ltd., 55 W. Monroe, Ste. 3390, Chicago, Illinois 60603; and (ii) Yodel’s Counsel – Buddy D. Ford, P.A., 9301 W. Hillsborough Avenue, Tampa, Florida 33615-3008. In connection with an objection, the Class Member must:

- (A) Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member, including providing the Claim ID, full name, address, the telephone number called, and whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel;
- (B) Include a statement of the specific objections; and
- (C) State the legal and factual grounds for the objection and attach any documents supporting the objection.

18. Any Class Member who fails to comply with Paragraph 17 will not be permitted to object to the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement by appeal or other means, will be deemed to have waived his or her objections, and will be forever barred from making any objections in the Action or any other related action or proceeding.

19. For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address, telephone number, and last name except first letter of last name in order to protect the objector’s privacy. The objector’s first name and city, state, and zip code, as well as the objection, will not be redacted.

20. Stay of Other Proceedings. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Action are stayed.

21. Pending the final determination of whether the Settlement should be approved, Plaintiff and all Class Members are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing, or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral, or other forum, against any of the Released Parties. Such injunction will remain in force until the Court enters the Final Approval Order or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any person in the Class, or any person actually or purportedly acting on behalf of any such person(s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to proceedings against Yodel and does not apply to any person who requests exclusion from the Class.

22. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Agreement is not finally approved by the Court, the Parties and the Action will return to the status quo as it existed prior to the Agreement. No agreements made by or entered into by Yodel in connection with the Agreement, including the use of the method to provide notice to the Class, may be used by Class

Plaintiff, any Class Member, or any other person to establish any of the elements of class certification in any litigated proceedings, to establish the elements of any claim, or to attempt to refute any defense or position of Yodel, except in order to enforce this Agreement.

23. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Class.

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

February 26, 2021	Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline)
March 29, 2021	Deadline for filing of Plaintiff's Motion for Attorneys' Fees and Costs and Service Award
April 27, 2021	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline)
April 27, 2021	Deadline for Class Members to Submit a Claim Form (Claim Period)

June 11, 2021	Deadline for the Claims Administrator and/or the Parties to file the following: (1) File List of persons who made timely and proper requests for exclusion (under seal); (2) File Proof of Class Notice; and (3) Motion and memorandum in support of final approval, including responses to any objections.
June 25, 2021, at 9:00 a.m.	Final Approval Hearing

IT IS SO ORDERED this 5th day of February, 2021.



STEPHEN P. FRIOT
UNITED STATES DISTRICT JUDGE

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