

Braver v. Yodel Technologies, LLC, et al.
United States District Court for the Western District of Oklahoma
Case No. 5:17-cv-00383-F

If you received a telemarketing call regarding home security systems, you may be entitled to benefits under a class action settlement (“Settlement”).

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

- **Plaintiff Robert Braver (“Braver”) filed a class action lawsuit alleging that defendants NorthStar Alarm Services, LLC (“NorthStar”) and Yodel Technologies, LLC (“Yodel”) violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), by placing prerecorded telemarketing calls concerning Yodel’s home security services to residential telephone lines. On October 15, 2018, the Court certified a class of persons who received the calls at issue (“the Class”).**
- **This Notice concerns a proposed Settlement between the Class and Yodel only. Yodel is not a party to the Settlement, and the Class Members’ claims against Yodel are subject to a separate settlement agreement.**
- **Pursuant to the proposed Settlement, Yodel will provide a total of \$1,750,000.00 (the “Settlement Fund”) to fully settle and release the Class Members’ claims against Yodel. The Settlement Fund shall be used to pay all amounts related to the Settlement, including the costs of notice and administration of the Settlement, awards to Class Members who submit a valid and timely claim form to receive payment (“Claim Form”), any attorneys’ fees and costs to the attorneys representing Plaintiff and the Class (“Class Counsel”) that are awarded by the Court, and any service award for Braver that is awarded by the Court.**
- **Class Counsel estimate that Class Members who timely submit a valid Claim Form will receive between \$100.00 and \$150.00, depending on the number of valid claims received. Monies remaining in the Settlement Fund after these payments are made will be distributed to the National Consumer Law Center only if approved by the Court and only if a second distribution is not feasible.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	If you submit a valid Claim Form by April 27, 2021 , you will receive a payment and will give up your rights to sue Yodel or any other Released Party on a Released Claim. Claim Forms may be submitted through the Settlement website at www.yodeltcpaclass.com or by calling 1-844-917-2016, or by mail to the Claims Administrator’s address, which is available on the website. You must follow the instructions on the Claim Form to receive payment.
EXCLUDE YOURSELF OR “OPT OUT” OF THE CLASS	If you ask to be excluded from the Class, you will not receive a payment from Yodel and you cannot object to the Settlement. This is the only option that allows you to pursue your own claims against Yodel and/or other Released Parties in the future. The deadline for excluding yourself is April 27, 2021 .
OBJECT TO THE SETTLEMENT	Write to the Court about why you believe the Settlement is unfair in any respect. The deadline for objecting is April 27, 2021 . To obtain a benefit from this Settlement, you must still submit a Claim Form (unless you previously submitted a Claim Form and were sent payment in the <i>Braver v. NorthStar TCPA</i> Settlement). If you submit only an objection without a Claim Form and you had not previously submitted a Claim Form and received payment in the <i>Braver v. NorthStar TCPA</i> Settlement, you will not receive any benefit from the Settlement and you will give up your rights to sue Yodel and/or any other Released Parties on a Released Claim.

DO NOTHING	<p>If you do nothing, you will be automatically eligible for payment if you submitted a Claim Form and were sent payment in the <i>Braver v. NorthStar TCPA</i> Settlement (your Claim ID begins with 2). However, if you have moved, you will need to update your address by submitting a new Claim Form.</p> <p>If you did not previously submit a Claim Form or receive payment in the <i>Braver v. NorthStar TCPA</i> Settlement, you will not receive any monetary award from this Settlement if you do nothing in response to this Notice.</p> <p>Either way, you will give up your rights to sue Yodel and/or any other Released Parties on a Released Claim.</p>
GO TO THE FINAL APPROVAL HEARING	<p>Ask to speak in Court about the fairness of the Settlement. To speak at the Final Approval Hearing, you must file a document including your name, address, telephone number and your signature with the Court stating your intention to appear no later than April 27, 2021.</p>

- **Your rights and options, and the deadlines to exercise them, are explained further below. Your legal rights are affected whether you act or don't act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.**

BASIC INFORMATION

The purpose of this Notice is to inform you that a proposed Settlement has been reached between the Class and Yodel. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

If you received a postcard describing this Settlement, it is because the Defendants' call records indicate that you may have received one of the telemarketing calls at issue and may be a member of the Class.

In a class action, one or more people called Class Representatives (here, Braver) sue on behalf of people who have similar claims. This group is called a Class and the persons included are called Class Members. One court resolves the issues for all of the Class Members, except for those who exclude themselves from the Class. The Honorable Stephen P. Friot, of the United States District Court for the Western District of Oklahoma, is the judge in this action.

Here, Braver claims Yodel placed pre-recorded telemarketing calls to the Class Members' residential telephone numbers without prior express consent. Yodel denies these allegations and denies any claim of wrongdoing. In addition, Yodel presented evidence in the case indicating that it could not afford to satisfy a multi-million dollar judgment that might be entered against it on the Class Members' claims. Braver and Class Counsel think this Settlement is in the best interest of all persons in the Class.

WHO IS IN THE CLASS?

The Court certified a Class on October 15, 2018. The Class is defined as:

Class:

All persons in the Red Dot Data marketing list for whom Yodel's records reflect a telephone call regarding Yodel'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 Yodel'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.

If you are unsure whether you are included in the Class, you can call the Toll-Free Settlement Hotline, 1-844-917-2016 for more information. You may also write to the Claims Administrator at *Yodel TCPA Class Action* Claims Administrator, P.O. Box 43171, Providence, RI 02940-3171, or you may contact the lawyers who are representing you at 1-866-726-1092.

THE LAWYERS REPRESENTING YOU

The Court has appointed Keith Keogh and Timothy Sostrin of Keogh Law, Ltd. and David Humphreys, Luke Wallace, and Paul Catalano of Humphreys Wallace Humphreys, PC as Class Counsel to represent you and the other persons in the Class. You will not be personally charged by these lawyers.

Class Counsel will ask the Court to approve payment of up to one-third of the Settlement Fund, or \$583,333.00, for attorneys' fees, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of \$10,000.00 to Braver for his service as Class Representative. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS—WHAT YOU GET

Settlement Fund. Yodel will pay the total amount of \$1,750,000.00 into the Settlement Fund which will cover: (1) cash payments to Class Members who submit timely and valid Claim Forms; (2) the costs of Class notice and administration of the Settlement; (3) to the extent approved by the Court, an award of attorneys' fees to Class Counsel in an amount up to one-third of the Settlement Fund (\$583,333.00), plus reasonable expenses; (4) to the extent approved by the Court, a service award to Braver, in an amount not to exceed \$10,000.00; and (5) under certain circumstances as described below, a charitable contribution for residual money left in the Settlement Fund after the above distributions.

Cash Payments. All Class Members are eligible to submit a Claim Form and receive a cash payment. To submit a Claim Form, follow the procedures described below.

No Portion of the Settlement Fund Will Return to Yodel. Any money remaining in the Settlement Fund after paying all valid and timely claims to Class Members, attorneys' fees and costs to Class Counsel, any service award to Braver, and the costs of notice and administration of the Settlement will be paid either: (1) in a second distribution to Class Members who submitted valid and timely Claim Forms and whose initial payments were cashed or who received his or her initial Settlement Award via secure electronic payment; or (2) if there are not enough funds to justify a second distribution, or if there are any remaining funds after the second distribution, the remaining funds will be donated to the National Consumer Law Center (NCLC), with the funds earmarked for TCPA-related work, subject to Court approval. There will be a second distribution only if there are enough funds to pay each Class Member \$10.00 or more through a second distribution. No portion of the Settlement Fund will return to Yodel.

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Class Members submit. Class Counsel estimate that the amount of the cash award (while dependent upon the number of claims) may be within the range of \$100.00 to \$150.00. **This is an estimate only. The final cash payment amount will depend on the total number of valid and timely claims submitted by Class Members.**

Injunctive Relief: Yodel has also agreed to submit to the Court's entry of an injunction against it. Under the injunction, Yodel is permanently prohibited from initiating any telephone call to any telephone line that delivers a prerecorded message and/or using soundboard technology to deliver a prerecorded message where the principal purpose of the telephone call is advertising or marketing Yodel's products or services, unless

the called party has provided prior express written consent to receive such calls. Any telephone call initiated by Yodel in response to an alarm signal, life safety device signal, PERS signal, tamper signal, communication failure alert, or a telephone call initiated by Yodel for the purpose of emergency verification or other similar purpose is excluded from this injunction.

THE SETTLEMENT CONSIDERATION—WHAT YOU GIVE UP

Unless you exclude yourself from the Settlement, you will be part of the Class and will be bound by a release of claims in the Settlement. This means that if the Settlement is approved, the claims that were asserted against Yodel on your behalf in the action will be resolved. You will not be able to assert any Released Claim against Yodel or any other Released Party, as those terms are defined in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you.

The full language of the Release is set forth in the Settlement Agreement. In summary, the Release covers all claims that arise out of or relate in any way to the Released Parties' contact or attempt to contact Class Members by placing pre-recorded calls to Class Plaintiff and the Class Members' phones, including, but not limited to, claims under or for a violation of the TCPA and any other statutory or common law claim arising under the TCPA as relative to pre-recorded or auto-dialed calls placed to telephones (collectively, the "Released Claims"). The Released Claims do not include claims asserted against NorthStar, and NorthStar is not a Released Party.

If you have any questions about the Release or what it means, you can speak to Class Counsel for free by calling 1-866-726-1092, or you can, at your own expense, talk to your own lawyer.

HOW TO OBTAIN A PAYMENT

If you previously submitted a Claim Form and were sent payment in the *Braver v. NorthStar TCPA* Settlement (your Claim ID begins with 2), you are already eligible to receive a payment. However, if you have moved, you will need to update your address by submitting a new Claim Form.

To receive a payment otherwise or to update your address, you must submit a Claim Form. You may submit a Claim Form on the Settlement Website at www.yodeltcpaclass.com or by calling the Toll-Free Settlement Hotline at 1-844-917-2016. You may also request a physical copy of the Claim Form by calling the Toll-Free Settlement Hotline at 1-844-917-2016 and then submit the completed form by mail to the Claims Administrator at *Yodel TCPA Class Action* Claims Administrator, P.O. Box 43171, Providence, RI 02940-3171.

If you are submitting your claim via the Settlement Website or via the Toll-Free Settlement Hotline, it must be submitted no later than **April 27, 2021**. If you are mailing your Claim Form to the Claims Administrator, it must be postmarked by that date.

Read the instructions carefully, fill out the form completely and accurately, sign it, and submit it. To be valid, the Claim Form must (1) contain either a valid Claim ID or a telephone number on the Class List, (2) contain the Class Member's full name, mailing address, and e-mail address (if he or she has one), and (3) must be signed and timely submitted.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

The Court will hold a hearing on June 25, 2021 at 9:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year.

The Settlement Agreement also requires Yodel to make installment payments into the Settlement Fund. Once the Settlement Fund contains funds sufficient to pay (1) Notice and Administration Costs and (2) Settlement Awards for all Approved Claims, the Claims Administrator shall within thirty (30) days pay Notice and Administration costs and send Settlement Awards to all Class Members who submitted an Approved Claim.

Everyone who sends in a Claim Form will be informed of the progress of the Settlement through information posted on the Settlement Website at www.yodeltcpaiclass.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Yodel or a Released Party regarding any Released Claim, as defined in the Settlement Agreement, then you must take steps to get out of the Class. This is called excluding yourself from, or opting out of, the Class.

To exclude yourself from the Class, you must mail a written exclusion request to the Claims Administrator. To be valid, an exclusion request 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.

To be valid, your exclusion request must be postmarked no later than April 27, 2021 and mailed to the Claims Administrator at Yodel TCPA Class Action Claims Administrator, P.O. Box 43171, Providence, RI 02940-3171.

If you ask to be excluded, you will not be able to submit a Claim Form for a Settlement payment and you cannot object to the Settlement.

If you do not exclude yourself, you give up any right to sue (or continue to sue) Yodel or any Released Party concerning any Released Claim as those terms are defined in the Settlement Agreement.

OBJECTING TO THE SETTLEMENT

If you are in the Class, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys' fees and costs and/or service award.

To object, you must make your objection in writing, stating that you object to the Settlement in the Yodel TCPA Litigation. An objection 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 Final Approval Hearing on his or her own behalf or through counsel;
- (B) Include a statement of your specific objections; and
- (C) State the legal and factual grounds for objection and attach any documents supporting the objection.

In addition, you must:

- (D) File your objection with the Court no later than **April 27, 2021**; and
- (E) Mail your objection to the following postmarked no later than **April 27, 2021**:
 - (i) Class Counsel—Keogh Law, Ltd., 55 W. Monroe St., Ste. 3390, Chicago, Illinois 60603; and
 - (ii) Yodel's Counsel-Venable LLP, c/o Stephen R. Freeland, 600 Massachusetts Ave., N.W., Washington, DC 20001.

If you object, you may, but do not need to, appear at the Final Approval Hearing, either in person or through an attorney hired at your own expense. If you or your attorney intend to make an appearance at the Final Approval Hearing, you must: (i) file a notice of appearance with the Court no later than twenty (20) days

prior to the Final Approval Hearing, or as the Court may otherwise direct; and (ii) serve a copy of such notice of appearance on all counsel for all Parties.

Even if you timely and properly object, to obtain a benefit from this Settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.

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

IF YOU DO NOTHING

If you do nothing, you will not receive any monetary award and you will give up your rights to sue Yodel and/or any other Released Parties on any Released Claim. For information relating to what rights you are giving up, see the section above: The Settlement Consideration–What You Give Up.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at **9:00 a.m. on June 25, 2021** at the United States District Court for the Western District of Oklahoma, 200 N.W. 4th Street, Oklahoma City, OK 73102, Courtroom 401. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid objections that comply with the requirements above, the Court will consider them. The Court may also decide how much to pay to Class Counsel and Braver.

Class Counsel will appear at the Final Approval Hearing on behalf of the Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth above. If you or your attorney intend to make an appearance at the Final Approval Hearing, you must: (i) file a notice of appearance with the Court no later than twenty (20) days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (ii) serve a copy of such notice of appearance on all counsel for all Parties. You cannot speak at the hearing if you exclude yourself from the Settlement.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

GETTING MORE INFORMATION

This Notice is only a summary of the proposed Settlement. You can get a copy of the Settlement Agreement by visiting the Settlement Website, www.yodeltcpaclass.com, or you can write to the address above or call the Toll-Free Settlement Hotline, 1-844-917-2016. You can also call Class Counsel with any questions at 1-866-726-1092 or contact them by e-mail at TCPAsettlement@keoghlaw.com.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, YODEL, OR YODEL'S COUNSEL ABOUT THE SETTLEMENT. TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.