

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Plaintiff Sebastian Cordoba (“Plaintiff”) for himself, the National Do Not Call Class Members (as defined below), and the Internal Do Not Call Settlement Class Members (as defined below), on the one hand, and DIRECTV, LLC (“DIRECTV” or “Defendant”), on the other hand. Plaintiff and Defendant are referred to collectively in this Settlement Agreement as the “Parties.”

1. RECITALS

1.01 On October 27, 2015, Plaintiff Sebastian Cordoba filed a putative class action in the Northern District of Georgia against DIRECTV, *Cordoba v. DIRECTV, LLC*, No. 1:15-cv-3755 (N.D. Ga.) (“the Action”).

1.02 On May 30, 2018, Plaintiff Cordoba filed his Third Amended Complaint. Dkt. 143. The Third Amended Complaint alleged that Telecel Marketing Solutions, Inc. (“Telecel”) violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”) by failing to maintain an internal do-not-call list and by calling individuals on the National Do Not Call Registry. The Third Amended Complaint asserted that DIRECTV was vicariously liable for Telecel’s conduct based on the allegations that DIRECTV hired Telecel to market DIRECTV’s services. The Third Amended Complaint also added Rene Romero as a plaintiff. Mr. Romero asserted that DIRECTV had disclosed personally identifiable information of subscribers in violation of the Satellite Television Extension and Localism Act of 2010 (“STELA”), 47 U.S.C. § 338(i)(4). Mr. Romero’s claim has since been resolved through arbitration. *See* Dkt. 252.

1.03 On July 12, 2017, the district court certified two classes. The Internal Do Not Call (“IDNC”) class consisted of “[a]ll persons within the United States who received more than one telephone call on or after October 27, 2011, from

Telecel on behalf of DIRECTV for the purpose of selling or encouraging the sale of DIRECTV's goods and/or services." Dkt. 96. The National Do Not Call ("NDNC") class consisted of "[a]ll persons residing within the United States whose telephone numbers were on the National Do Not Call Registry, but who received more than one telephone call on or after October 27, 2011, from Telecel on behalf of DIRECTV for the purpose of selling or attempting to sell DIRECTV's goods and/or services." *Id.*

1.04 On May 21, 2018, the U.S. Court of Appeals for the Eleventh Circuit granted Defendant's petition for permission to appeal the class certification order pursuant to Rule 23(f) of the Federal Rules of Civil Procedure as to the IDNC class only. Dkt. 141. On November 15, 2019, the Eleventh Circuit reversed and remanded the class certification order as to the IDNC class for the district court to determine whether the need for each IDNC class member to demonstrate that he or she asked not to be called again by Telecel would cause individualized issues to predominate over the common issues in the case. *Cordoba v. DIRECTV, LLC*, 942 F.3d 1259, 1276-77 (11th Cir. 2019).

1.05 On July 23, 2020, the district court denied Plaintiff's renewed motion to certify the IDNC class. Dkt. 201.

1.06 The notice administrator sent court-approved notice to 926 members of the NDNC class. Dkt. 170. The Court found that such notice comported with due process. *Id.*

1.07 In the fall of 2020, the parties briefed DIRECTV's motion for summary judgment, in which DIRECTV argued that it was not vicariously liable for Telecel's conduct as a matter of law. *See* Dkts. 204, 216, 224. On February 12, 2021, the district court granted summary judgment to DIRECTV as to the certified NDNC class claims and Cordoba's individual IDNC claims. Dkt. 235.

1.08 On February 2, 2022, Plaintiff appealed the district court's order

granting summary judgment to DIRECTV and the order denying certification of the IDNC Class. Dkt. 265. On February 16, 2022, DIRECTV cross-appealed the district court's order certifying the NDNC class. Dkt. 270. The parties have fully briefed the appeal and cross-appeal. *See Cordoba v. DIRECTV, LLC*, Case No. 22-10389.

1.09 Defendant denies that it has any liability for the alleged TCPA violations and maintains that it would prevail in Plaintiff's appeal and its cross-appeal. Plaintiff similarly believes he would prevail in the Eleventh Circuit. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, the Parties have agreed to settle this litigation on the terms set forth in this Agreement, subject to the district court's approval.

1.10 Both Plaintiff and Defendant have a complete understanding of the strengths and weaknesses of their respective cases, and have fully and exhaustively vetted the disputed issues between the Parties.

1.11 This Settlement Agreement resulted from good-faith, arm's-length settlement negotiations after years of litigation.

1.12 Based on completed discovery and the negotiations described above, Plaintiff's counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty and cost of further prosecution of this litigation, and the benefits to be received by the NDNC Class Members and the IDNC Settlement Class Members pursuant to this Agreement, that a settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the NDNC Class Members and the IDNC Settlement Class Members.

1.13 The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any party

except to enforce the terms of the Settlement Agreement and is not an admission as to any legal issues, wrongdoing, or liability on the part of any party to this Settlement Agreement. The Parties desire and intend to effect a full, complete, and final settlement and resolution of all existing disputes and claims as set forth in this Agreement.

1.14 The settlement contemplated by this Settlement Agreement is subject to preliminary approval and final approval by the district court. The Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the district court, the Action shall be fully and finally settled and the Action dismissed with prejudice under the following terms and conditions.

2. DEFINITIONS

As used in this Agreement and the related documents attached as exhibits (A: Proposed Preliminary Approval Order; B: Long Form Notice; C: Email Notice; D: Postcard Notice; E: Claim Form; and F: Proposed Final Approval Order) the terms set forth below shall have the following meanings. The singular includes the plural and vice versa.

2.01 “Action” means the civil action entitled *Cordoba v. DIRECTV, LLC*, Case No. 1:15-cv-3755 (N.D. Ga.).

2.02 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release, including all attached and/or incorporated exhibits.

2.03 “Aggregate Fees, Costs, and Expenses” means the aggregate Attorneys’ Fees and Costs, the Settlement Administration Costs, and any Incentive Award (if allowed by law).

2.04 “Appeal” means the appeal pending in the United States Court of Appeals for the Eleventh Circuit entitled *Cordoba v. DIRECTV, LLC*, Nos. 22-

10389, 22-10597 (11th Cir.).

2.05 “Approved Claims” means claims that have been timely submitted and approved by the Claims Administrator for payment.

2.06 “Attorneys’ Fees and Costs” means all fees, costs, and expenses to be awarded as per the Settlement of this Action pursuant to the Fee and Cost Application.

2.07 “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

2.08 “Cash Award” means a cash payment to an eligible NDNC Class Member or an eligible IDNC Settlement Class Member.

2.09 “Claim Form” means the claim form attached to this Agreement as Exhibit E.

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

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

2.12 “Claims Administrator” means CPT Group.

2.13 “Class Counsel” means and includes Lief Cabraser Heimann & Bernstein, LLP and Meyer Wilson Co., LPA.

2.14 “Class Notice” means any type of notice that has been or will be provided to the Settlement Class pursuant to this Agreement and any additional notice that might be ordered by the Court, including but not limited to the Direct Mail Notice, Email Notice, and the Long Form Notice.

2.15 “Class Period” means the time period from and including October 27, 2011 to March 3, 2016.

2.16 “Class Representative” or “Plaintiff” means the named plaintiff Sebastian Cordoba.

2.17 “Court” shall mean the United States District Court for the Northern District of Georgia, and the judge to whom the Action has been assigned.

2.18 “Days” means calendar days, unless otherwise noted. When a deadline or date under this Agreement falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

2.19 “Defendant’s Counsel” or “DIRECTV’s Counsel” means Mayer Brown LLP and Kilpatrick Townsend & Stockton LLP.

2.20 “Direct Mail Notice” means the written notice that will be mailed to the NDNC Class Members and the IDNC Settlement Class Members by the Settlement Administrator and will be substantially in the form of Exhibit D to this Agreement.

2.21 “Effective Date” means five (5) days after the last of the following dates: (i) the date upon which the time expires for filing a notice of appeal of the Court’s Final Approval Order, with no appeals having been filed; or (ii) if there is an appeal or appeals of the Final Approval Order, five (5) days after the date of entry of an order affirming the Final Approval Order without material modification, and the time for review of that order has run, or entry of an order dismissing the appeal(s).

2.22 “Email Notice” means the written notice that will be emailed by the Settlement Administrator to the NDNC Class Members and the IDNC Settlement Class Members with available email addresses, and will be substantially in the form of Exhibit C to this Agreement.

2.23 “Fee and Cost Application” means that written motion or application by which Plaintiff and/or Class Counsel requests that the Court award Attorneys’ Fees and Costs and the Incentive Award (if allowed by law).

2.24 “Final Approval Hearing” means the hearing held by the Court, no

sooner than 100 days after the filing of Plaintiff's Motion for Preliminary Approval, to: (a) determine whether to grant final approval to this Settlement Agreement as fair, reasonable, and adequate; (b) consider any timely objections to this Settlement and all responses thereto; and (c) rule on the Fee and Cost Application.

2.25 "Final Approval Order and Judgment" means the order, substantially in the form of Exhibit F to this Agreement, in which the Court grants final approval of this Settlement Agreement, finally certifies the IDNC Settlement Class, and authorizes the entry of a final judgment and dismissal of the Action with prejudice. The Court's adoption of the substantive terms of the proposed Final Approval Order and Judgment (Exhibit F) is a material term of this Settlement Agreement. In the event that the Court issues separate orders addressing the matters constituting final settlement approval, then Final Approval Order includes all such orders.

2.26 "Funding Date" means five (5) business days after the Effective Date.

2.27 "IDNC Settlement Class" means all persons within the United States who received a telephone call on or after October 27, 2011 and before March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or encouraging the sale of DIRECTV's goods and/or services, who asked Telecel to stop making such calls to them, and who nevertheless received more than one such call from Telecel after asking not to be called again.

2.28 "IDNC Settlement Class Member" means any person who is a member of the IDNC Settlement Class, as set forth in the definition in the preceding paragraph, and who does not timely and validly request exclusion from the IDNC Settlement Class.

2.29 "Incentive Award" means the incentive payment, if any, to the Class Representative, in accordance with Section 6.03 of this Settlement Agreement.

2.30 “Long Form Notice” means the notice that shall be made available on the Settlement Website, in the form attached hereto as Exhibit B.

2.31 “NDNC Class” means the class previously certified by the district court consisting of all persons residing within the United States whose telephone numbers were on the National Do Not Call Registry, but who received more than one telephone call between October 27, 2011 and March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or attempting to sell DIRECTV’s goods and/or services.

2.32 “NDNC Class Member” means any person who is a member of the NDNC Class, as set forth in the definition in the preceding paragraph.

2.33 “Net Settlement Fund” means the Settlement Fund (defined below) after subtracting the Settlement Costs (defined below).

2.34 “Notice Database” means the database containing phone numbers of the NDNC Class Members and IDNC Settlement Class Members that Plaintiff will provide pursuant to Section 8.02.

2.35 “Objection Deadline” means sixty (60) days following the Settlement Notice Date.

2.36 “Opt-Out Deadline” means sixty (60) days following the Settlement Notice Date. Only IDNC Settlement Class Members have the right to opt out. Members of the NDNC Class already had an opportunity to opt out of that class after receiving the notice described in Section 1.06.

2.37 “Person” means any natural person, firm, corporation, unincorporated association, partnership, or other form of legal entity or government body, including its agents and representatives.

2.38 “Preliminary Approval Order” means the Order entered by the Court, substantially in the form of Exhibit A to this Agreement, grants the relief requested in the Motion for Preliminary Approval, including preliminarily approving the

Settlement and Notice Plan. The Court's adoption of the substantive terms of the proposed Preliminary Approval Order (Exhibit A) is a material term of this Settlement Agreement. In the event that the Court issues separate orders addressing the matters constituting preliminary settlement approval, then Preliminary Approval Order includes all such orders.

2.39 "Release" means the releases set forth in Section 14 of this Settlement Agreement.

2.40 "Released Claims" means the released claims identified in Section 14.

2.41 "Released Parties" means Defendant, and each and all of its respective direct and indirect, parents, subsidiaries, affiliated companies and corporations, successors, and predecessors in interest, and each of its respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, vendors (including Telecel), attorneys, advisors, representatives, predecessors, successors, divisions, assigns, or related entities, and each of their executors, successors, and legal representatives.

2.42 "Settlement" or "Settlement Agreement" means this Agreement between Plaintiff and Defendant and each and every exhibit attached hereto.

2.43 "Settlement Class Member" means an IDNC Settlement Class Member or a NDNC Class Member.

2.44 "Settlement Class Period" means the period from October 27, 2011 to March 3, 2016.

2.45 "Settlement Class Representative" means Plaintiff Sebastian Cordoba.

2.46 "Settlement Costs" means: (i) all fees and costs incurred by the Claims Administrator, including notice and claims administration costs for administering this Settlement; (ii) Class Counsel's Court-approved attorneys' fees and reimbursement of reasonable costs; and (iii) any Court-approved Incentive Award paid to Plaintiff, if the law authorizes such an award. Settlement Costs

include all expenses, fees, or costs that the Settlement Fund shall pay other than Settlement Class Member Payments.

2.47 “Settlement Fund” means the sum of \$440,000 (four hundred and forty thousand dollars) that Defendant will pay to settle this Action and obtain a release of all Released Claims in favor of the Released Parties. No portion of the Settlement Fund will be returned to DIRECTV, unless the Settlement is terminated in accordance with the terms of this Settlement Agreement.

2.48 “Settlement Notice Date” means thirty (30) days after a Preliminary Approval Order is issued.

2.49 “Settlement Website” means the Internet website operated and maintained by the Claims Administrator as described in Section 9.04.

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

3. BOTH SIDES RECOMMEND APPROVAL OF THE SETTLEMENT

3.01 Defendant’s Position on the Litigation Thus Far. Defendant disputes liability, disputes that the currently-certified NDNC class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, and asserts that the district court properly refused to certify the IDNC class. Entering into this Settlement shall not be deemed a concession by Defendant of liability or that the certified NDNC class is appropriate, nor would Defendant be precluded from challenging the NDNC class certification or defending the Court’s summary judgment ruling and denial of class certification for the IDNC class in further proceedings in this Action or in any other action if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement is not finally approved by the Court for any reason whatsoever, no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated proceedings in this Action. No agreements made by or entered into by Defendant in connection with the Settlement Agreement may be used by

Plaintiff, any person in the NDNC Class or IDNC Settlement Class, or any other person to establish any of the elements of class certification or issues of liability in any litigated proceedings, whether in this Action or any other judicial proceeding.

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

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

4. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS

4.01 Monetary Consideration. Defendant shall pay **\$440,000** (four hundred and forty thousand dollars) into a Settlement Fund for the benefit of the NDNC Class and the IDNC Settlement Class (the "Settlement Payment"). The Settlement Fund will be maintained by the Settlement Administrator for the benefit of the Settlement Class Members and Class Counsel. All of the monies deposited by DIRECTV into the Settlement Fund will be placed in an interest-bearing escrow account established and maintained by the Claims Administrator. The interest

generated, if any, will accrue to the benefit of the NDNC Class and the IDNC Settlement Class and is to be added into the Settlement Fund. This sum will be used to pay Approved Claims and any Settlement Costs. In no event will Defendant be required to pay any more than \$440,000 (four hundred and forty thousand dollars) in connection with the Settlement.

4.02 Defendant shall pay or cause to be paid \$37,000 of the Settlement Payment by a wire transfer to a bank account identified by the Claims Administrator within fourteen (14) business days after the entry of the Preliminary Approval Order, or fourteen (14) business days after the Claims Administrator has provided the information necessary to effect the wire transfer, whichever is later, to be used for initial Settlement Costs including the costs of issuing Class Notice, establish and maintain the Settlement Website, as well as any other initial administration costs to the Parties. All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of DIRECTV (via its counsel) and Class Counsel. The Claims Administrator will provide a monthly accounting of such expenditures of Settlement Costs to Class Counsel and Defendant's counsel.

a. The remaining \$403,000 shall be disbursed to the Claims Administrator by the Funding Date. To the extent that additional Settlement Costs are incurred after this initial payment, but before the Effective Date, the Claims Administrator will bill, and DIRECTV shall pay, such additional costs. For any additional costs of Settlement Administration that are paid by DIRECTV, DIRECTV shall receive a credit against the amounts required to be paid into the Settlement Fund.

b. The Claims Administrator shall establish and deposit the Settlement Fund into a single account, with insurance that exceeds any amounts deposited in that account, chosen in the best judgment of the Claims

Administrator to preserve the fund and facilitate the payment of Settlement Costs and other expenditures approved by the Court.

4.03 All portions of the Settlement Fund expended by the Claims Administrator for settlement administration or notice costs shall be non-refundable to Defendant. Upon the Effective Date, Defendant shall have no further ownership interest in the Settlement Fund. The Claims Administrator may only use the Settlement Fund consistent with the terms of the Settlement. Upon receipt of the Settlement Fund, the Claims Administrator is authorized to deduct notice and administration costs without further Court approval.

4.04 The Settlement Fund will be used for the benefit of the NDNC Class and the IDNC Settlement Class and shall not revert to Defendant. Notwithstanding the foregoing or any other provision in the Settlement, if the Settlement fails to achieve the Effective Date or the Settlement is terminated pursuant to Section 15 below, the Claims Administrator shall return all monies remaining in the Settlement Fund to Defendant within three (3) business days after it receives notice that the Settlement has failed to achieve the Effective Date or that the Settlement has been terminated. The Claims Administrator may deduct all Settlement Costs it has incurred prior to the date it received such notice.

5. SETTLEMENT PROCEDURE

5.01 Identifying NDNC Class Members and IDNC Settlement Class Members. Prior to Notice being distributed as set forth in Section 9, the Claims Administrator shall identify all NDNC Class Members and IDNC Settlement Class Members using the following protocol.

(a) The Claims Administrator shall begin its analysis with the list of telephone numbers provided by Class Counsel with Plaintiff's Motion for Class Certification, Dkt. 63, and that Class Counsel will provide to the Claims Administrator under Section 8.02;

(b) The Claims Administrator shall then identify the individual who was the subscriber and/or user of each cellular telephone identified in Section 5.01(a)(i) by conducting reverse-lookups using sources customarily used by claims administrators (*e.g.*, Lexis-Nexis).

5.02 Eligibility for Settlement Class Member Cash Awards. Each NDNC Class Member and IDNC Settlement Class Member is eligible for a Cash Award upon making a valid and timely claim, according to the procedure set forth in this Agreement.

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

- a. first, no later than three (3) days after the Funding Date, the Claims Administrator shall pay to Class Counsel any attorneys' fees, costs, and expenses ordered by the Court as set forth in Section 6.02;
- b. next, no later than three (3) days after the Funding Date, the Claims Administrator shall pay to the Class Representative any Incentive Award ordered by the Court, as described in Section 6.03;
- c. next, the Claims Administrator shall be paid for any previously unreimbursed costs of administration;
- d. next, the Claims Administrator shall pay the Cash Awards to the NDNC Class Members and the IDNC Settlement Class Members.

5.04 Amount Paid per Claim. Each NDNC Class Member and IDNC Settlement Class Member who makes a valid and timely claim shall receive a Cash Award. The amount of each Cash Award shall be determined as follows:

- (a) Each NDNC Class Member and IDNC Settlement Class Member will receive an equal, *pro rata* share. If an individual is a member of both classes, that person is entitled only to a single recovery. Multiple subscribers or

users of any unique telephone number will be entitled to a single recovery. An NDNC Class Member or IDNC Settlement Class Member who received a qualifying number of calls from Telecel on more than one phone number will also be entitled to only a single recovery.

(b) The pro-rata share for NDNC Class Members and IDNC Settlement Class Members shall be calculated by the Claims Administrator according to the following formula: $(\text{Net Settlement Fund}) / (\text{Total Number of NDNC Class Members and IDNC Settlement Class Members who have made a valid and timely claim}) = (\text{Pro-Rata Share})$.

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

6.01 Class Representative. For purposes of the Settlement, Sebastian Cordoba is the only Settlement Class Representative.

6.02 Attorneys' Fees and Costs. Class Counsel may move for an award of attorneys' fees not exceeding one-third (33.33%) of the Settlement Fund, plus reimbursement of reasonable costs and expenses incurred in relation to their investigation and litigation of this Action, both to be paid from the Settlement Fund, by filing a Fee and Cost Application with the Court. The Parties agree not to appeal any Court award of attorneys' fees and costs and expenses that is consistent with the foregoing limitations.

(a) Any fees and expenses, as awarded by the Court, shall be paid to Class Counsel from the Settlement Fund as set forth in Section 5.03.

(b) Except as provided in this Section 6.02, the Parties will bear their own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. Defendant's obligation to pay attorneys' fees and costs to any person incurred on behalf of Plaintiff and/or the NDNC Class and IDNC Settlement Class in this Action shall be limited to the judicially approved amount

established pursuant to this Section, and such obligation shall be paid from the Settlement Fund. In no event shall Defendant's aggregate liability under this Settlement, including attorneys' fees and costs, exceed \$440,000 (four hundred and forty thousand dollars). Any allocation of fees between or among Class Counsel and any other person representing Plaintiff or the NDNC Class and IDNC Settlement Class shall be the sole responsibility of Class Counsel, subject to any alterations by the Court.

(c) The Parties warrant that they commenced negotiations on proposed Attorneys' Fees and Costs (along with the Incentive Award discussed in Section 6.03) only after they reached agreement on all other material terms of this Settlement Agreement.

6.03 Payment to Class Representative. In recognition of the significant time and effort he has personally invested in the Action, including but not limited to consulting with Class Counsel, participating in an extensive discovery process, and providing information and input necessary for the prosecution of this case, which efforts have provided a benefit to the NDNC Class and IDNC Settlement Class, Plaintiff Sebastian Cordoba will be entitled to apply to the Court for an Incentive Award if, at the time Class Counsel seeks Court approval of their Aggregate Fees, Costs, and Expenses, incentive payments are permissible under Eleventh Circuit law. (The parties recognize that, as of the time of the execution of this Agreement, current Eleventh Circuit precedent does not permit such awards.) Defendant will not object to an Incentive Award to be paid to Plaintiff Cordoba from the Settlement Fund, provided that it does not exceed \$2,500, subject to Court approval. Within three (3) business days of the Funding Date, and after receiving W-9 forms from the Class Representative, the Claims Administrator shall pay to Class Counsel the amount of any incentive payment awarded by the Court out of the Settlement Fund, and Class Counsel will disburse such funds. No interest will

accrue on such amounts at any time. The Parties warrant that they commenced negotiations on the proposed Incentive Award (along with the Attorneys' Fees and Costs discussed in Section 6.02) only after they reached agreement on all other material terms of this Settlement Agreement.

6.04 Settlement Independent of Award of Fees, Costs and Incentive Payments. The payments of attorneys' fees, costs, and incentive payment set forth in Sections 6.02 and 6.03 are subject to and dependent upon the Court's approval of the Settlement as fair, reasonable, adequate, and in the best interests of Settlement Class Members. However, this Settlement is not conditioned upon the Court approving Plaintiff's or Class Counsel's requests for such payments or awarding the particular amounts sought by Plaintiff or Class Counsel. In the event the Court declines the requests or awards less than the amounts sought, this Settlement shall continue to be effective and enforceable by the Parties.

6.05 In the event that the Settlement does not become effective for any reason, including termination by one or more of the parties as contemplated by the terms of this Agreement, the agreement to pay Attorneys' Fees and Costs shall be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated proceedings in this matter. No statements made or actions taken by either party in furtherance of the Fee and Cost Application constitute or may be used as an admission of, or evidence of, the validity or invalidity of any claims for Attorneys' Fees and Costs.

7. PRELIMINARY APPROVAL

7.01 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiff shall move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit A. Pursuant to the motion for preliminary approval, Plaintiff will request that the Court:

- a. find it will likely be able to approve the Settlement as fair, reasonable, and adequate;
- b. preliminarily certify the IDNC Settlement Class for settlement purposes only;
- c. approve the form, content, and manner of Class Notice and find that the notice program set forth in this Agreement constitutes the best notice practicable under the circumstances, and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;
- d. direct that Class Notice be sent to the NDNC Class and IDNC Settlement Class;
- e. appoint CPT Group as the Claims Administrator;
- f. set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice to the NDNC Class and IDNC Settlement Class except for an update to the Settlement Website; and
- g. set the Claims Deadline, the Objection Deadline and the Opt-Out Deadline.

8. CLAIMS ADMINISTRATOR AND COSTS

8.01 Third-Party Claims Administrator. The Settlement will be administered by the Claims Administrator, who will be jointly chosen and overseen by Class Counsel and Defendant's Counsel, subject to Court approval. The Claims Administrator's responsibilities include, but are not limited to: (i) holding and supervising the Settlement Fund; (ii) providing notice in accordance with the Court-approved Notice Plan; (iii) obtaining Settlement Class Member contact information; (iv) obtaining new addresses for returned email and mail; (v) setting up and maintaining the Settlement Website; (vi) fielding inquiries about the Settlement; (vii) processing claims; (viii) acting as a liaison between NDNC

Class Members and IDNC Settlement Class Members and the Parties regarding claims information; (ix) approving claims, rejecting any invalid Claim Form, including those where there is evidence of fraud; (x) directing the payment of Cash Awards to NDNC Class Members and IDNC Settlement Class Members by check and/or electronic funds transfers; and (xi) any other tasks reasonably required to effectuate the foregoing. The Claims Administrator will provide monthly updates on the status of administration, including claims, exclusions, and objections, to counsel for all Parties.

8.02 Notice Database. To facilitate the notice and claims administration process, Plaintiff will provide to the Claims Administrator as soon as practicable and, in any case, no later than ten (10) days after the execution of this Settlement Agreement, in an electronically searchable and readable format, the call data provided with Plaintiff's motion for class certification. Dkt. 63.

8.03 Any personal information relating to members of the NDNC Class and IDNC Settlement Class provided to the Claims Administrator or Class Counsel pursuant to this Settlement shall be provided solely for the purpose of the notice and claims process under this Settlement. This information shall be kept in strict confidence and shall not be disclosed to any third party.

8.04 Payment of Notice and Claims Administration Costs. Before the entry of the Final Approval Order, the Claims Administrator shall only take such action toward notice and settlement administration that is reasonable and necessary. Any reasonable and necessary costs of notice and settlement administration that are incurred prior to the Funding Date shall be paid from the Settlement Fund once it is established. No later than three (3) days after Class Counsel submits the Motion for Preliminary Approval of the Settlement, the Claims Administrator shall provide an estimate—for Defendant Counsel's and Class Counsel's review and approval—of the amount of reasonable and necessary costs required to identify members of the

NDNC Class and IDNC Settlement Class, mail and email notice, and establish the Settlement Website, as well as any other initial administration costs. In the event that this Settlement Agreement is terminated in accordance with its terms, DIRECTV shall bear any costs of providing Class Notice already incurred.

8.05 Notice and Claims Administration. The Claims Administrator shall use the Notice Database to implement the notice and claims process set forth below.

9. CLASS NOTICE

9.01 NDNC Class Member And IDNC Settlement Class Member Identification. NDNC Class Members and IDNC Settlement Class Members shall be identified pursuant to the procedures set forth above in Section 5. The Claims Administrator shall use reasonable and generally accepted sources to identify the current mailing and email addresses of the NDNC Class Members and IDNC Settlement Class Members, including LexisNexis, and/or Thompson Reuters. For all NDNC Class Members and IDNC Settlement Class Members, the Claims Administrator will perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses.

9.02 Timing of Class Notice. The Claims Administrator shall disseminate Class Notice by the Settlement Notice Date in the manner described herein.

9.03 Mailing and Emailing of Settlement Notice. The Claims Administrator shall send the Mail Notice and Email Notice via first class mail and email, respectively, to the list of persons generated through the process for Settlement Class Member identification in Section 9.01.

a. **Address Updates.** The last known mailing address of the NDNC Class Members and IDNC Settlement Class Members will be subject to

confirmation or updating as follows: (a) the Claims Administrator will check each address against the United States Post Office National Change of Address Database before the initial mailing; (b) the Claims Administrator will conduct a reasonable search to locate an updated address for any person whose Mail Notice is returned as undeliverable; (c) the Claims Administrator shall update addresses based on any forwarding information received from the United States Post Office; and (d) the Claims Administrator shall update addresses based on any requests received from persons in the NDNC Class or IDNC Settlement Class. The last known email address will be subject to confirmation or updating as follows: (i) for each email address that is either missing, or returned as undeliverable with no forwarding email address provided, the Claims Administrator will conduct a search using the corresponding telephone number in the Notice Database and, provided a reasonable match is found showing a new email address, update the email address accordingly, and (ii) the Claims Administrator will update email addresses based on verified requests received from NDNC Class Members and IDNC Settlement Class Members. The Claims Administrator will promptly re-email the Notices to the updated email addresses provided under scenarios (i) and (ii) above.

b. Re-Mailing of Returned Settlement Notices. The Claims Administrator shall promptly re-mail and/or re-email any Notices that are returned as non-deliverable with a forwarding address to such forwarding address. The Claims Administrator shall perform skip tracing for all returned email and mail.

c. Costs Considered Settlement Costs. All costs of mailing and email address updating, confirmation, skip tracing, re-mailing, and/or re-emailing of returned Notices will be considered Settlement Costs and deducted from the Settlement Fund.

9.04 Internet Notice. By the Settlement Notice Date, the Claims Administrator shall maintain and administer a dedicated Settlement Website at

www.directvtcpaclassaction.com containing information regarding the Settlement and related documents, along with information necessary to file a claim and an electronic version of the Claim Form that NDNC Class Members and IDNC Settlement Class Members can complete and submit electronically, as well as information regarding the date and time of the Final Approval Hearing, which shall be updated as appropriate. At a minimum, such documents shall include the Settlement Agreement and attached exhibits, Mail Notice, Email Notice, Long Form Notice, a downloadable Claim Form for anyone wanting to print a hard copy and mail in the Claim Form, the operative complaint in the Action, the Preliminary Approval Order, and when filed, the Final Approval Order.

9.05 CAFA Notice. The Claims Administrator, on behalf of the Defendant, shall serve the Class Action Fairness Act (“CAFA”) Notice required by 28 U.S.C. § 1715 within ten (10) days of the filing of the Preliminary Approval Motion. The costs of such CAFA Notice shall be paid from the Settlement Fund as Settlement Costs.

9.06 Declaration Of Compliance. The Claims Administrator shall prepare a declaration attesting to compliance with the Class Notice requirements of this Settlement Agreement. Such declaration shall be provided to Class Counsel and DIRECTV’s Counsel no later than sixteen (16) days prior to the Final Approval Hearing, and Class Counsel will file the declaration with the Court in support of Final Approval.

9.07 Best Notice Practicable. The Parties agree that compliance with the procedures described in this Section is the best notice practicable under the circumstances and is due and sufficient notice to the NDNC Class and the IDNC Settlement Class of the pendency of the Action, certification of the NDNC Class and the IDNC Settlement Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil

Procedure, the United States Constitution, and any other applicable law, rule and/or regulation.

10. CLAIMS PROCESS AND CASH AWARD PAYMENTS

10.01 Claimants. Each NDNC Class Member and each IDNC Settlement Class Member who does not timely and validly request exclusion from the IDNC Settlement Class as required in this Agreement, shall be entitled to make a claim.

10.02 Conditions for Claiming Cash Award. To make a claim, NDNC Class Members and IDNC Settlement Class Members must submit by the Claims Deadline a valid and timely Claim Form, which shall contain the information set forth in Exhibit E to this Agreement, including the following: (i) the NDNC Class Member's or IDNC Settlement Class Member's full name; (ii) the telephone number that the Settlement Class Member used or subscribed to during the Settlement Class Period; and (iii) the affirmations found on the Claim Form.

(a) The Claims Administrator shall be responsible for receiving and keeping safe and secure all Claims Forms. Upon the Effective Date, the Claims Administrator shall examine each Claim Form to determine whether the claimant is a NDNC Class Member or IDNC Settlement Class Member entitled to receive a Cash Award, and the claimant's share pursuant to Section 5.03. To make this determination, the Claims Administrator shall compare the information supplied by the claimant to telephone number(s) and call date(s) found in the Notice Database.

(b) In the event more than one claimant submits a claim regarding a particular telephone number found in the Notice Database, and the claims overlap in time period (*i.e.*, more than one claimant submits a claim that would apply to a particular call listed in the Notice Database), the Claims Administrator will promptly provide such information to Counsel for the Parties. The Claims Administrator and Class Counsel may contact and/or

follow up with the competing claimants, may examine extrinsic information (such as reverse look-up), and shall discuss to determine which competing claim is valid. In no event shall more than one person be entitled to a Cash Award for a particular call reflected in the Notice Database.

(c) The Claims Administrator shall have discretion to permit any Settlement Class Member who has submitted an incomplete or invalid Claim Form to re-submit a Claim Form within thirty-five (35) calendar days of the sending of notice of the incompleteness by the Claims Administrator, and shall, at its discretion, use best practices designed to ensure that only NDNC Class Members and IDNC Settlement Class Members receive payment.

10.03 Counsel for the Parties shall be kept apprised of the volume of claims, and the volume and nature of defective claims, and Class Counsel are permitted to communicate with NDNC Class Members and IDNC Settlement Class Members as they deem appropriate to cure such deficiencies. Defendant shall have the right to suggest denial of claims if Defendant has a good faith belief that such claims are improper or fraudulent. Any suggested denial of claims shall be provided to Class Counsel in writing. If the Parties cannot agree upon which claims should be denied, then they shall submit the issue to the Court for determination.

10.04 Distribution of Cash Awards. After calculating the pro rata Cash Award due each NDNC Class Member and IDNC Settlement Class Member who submitted a timely and valid Claim Form pursuant to this Section and Section 5, the Claims Administrator shall promptly distribute those payments electronically or by check.

10.05 Electronic Distribution of Funds. To the maximum extent possible, and in order to minimize the costs of Settlement Administration, the Claims Administrator will pay Cash Awards via electronic funds transfer. The Claims Administrator shall provide a secure portal on the Settlement Website by which

Settlement Class Members can have the option of having their claim payment transmitted to them electronically, through Automated Clearing House (“ACH”) direct deposit, or other reliable means.

10.06 Mailing of Settlement Check. For Settlement Class Members who submit valid and timely claims who do not receive their cash awards via electronic transfer as set forth in Section 10.05, the Claims Administrator shall mail Settlement checks via U.S. mail. If any settlement checks are returned, the Claims Administrator shall attempt to obtain a new mailing address for that Settlement Class Member by taking the steps described in Section 9.03. If, after a second mailing, the settlement check is again returned, no further efforts need be taken by the Claims Administrator to resend the check. The Claims Administrator shall advise Class Counsel and counsel for Defendant of the names of the claimants whose checks are returned by the postal service as soon as practicable. Each settlement check will be negotiable for one hundred eighty (180) days after it is issued.

(a) If checks that remain uncashed after 180 days of the first pro-rata distribution yield an amount that, after administration costs, would allow a second pro-rata distribution to the qualifying claimants equal to or greater than \$1.00 per qualifying claimant, a second pro-rata distribution will be made. If the uncashed amount is not sufficient to allow for such a second pro-rata distribution, in the uncashed residual will be distributed to the Samuelson Law, Technology & Public Policy Clinic, Electronic Privacy Information Center, or another non-profit in which the Parties represent that they do not have any financial interest or otherwise have a relationship sufficient to create any conflict of interest. If a second pro-rata distribution is made, the amount of any checks that remain uncashed after 180 days will be distributed to the non-profit(s) in the same manner.

10.07 Tax Forms. To the extent a NDNC Class Member or IDNC Settlement

Class Member is entitled to a Cash Award in an amount that meets or exceeds the threshold for reporting the payment to the IRS, the Claims Administrator shall engage in additional direct notice to such persons to attempt to obtain the necessary tax forms. The Claims Administrator may engage in more than one round of such additional notice. Payments shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and Social Security number on an IRS Form 1099.

10.08 Termination Of Agreement. If this Settlement Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made from the Settlement Fund, other than payments to the Claims Administrator for services rendered and costs incurred.

11. OPT-OUTS AND OBJECTIONS

11.01 Opting Out of the IDNC Settlement Class. Any members of the IDNC Settlement Class who wish to exclude themselves from the IDNC Settlement Class must advise the Claims Administrator in writing of that intent, and their opt out request must be postmarked no later than the Opt-Out Deadline. Members of the certified NDNC Class do not have an additional opportunity under this Agreement to exclude themselves from that class and, as previously reported to the district court, no NDNC class members opted out after receiving class notice. *See* Dkt. 170.

11.02 Opt-Out Information. The Claims Administrator shall provide the Parties with copies of all opt-out requests it receives, and shall provide a list of all IDNC Settlement Class Members who timely and validly opted out of the IDNC Settlement Class in their declaration filed with the Court, as required by Section 9.06. IDNC Settlement Class Members who do not properly and timely submit an opt-out request will be bound by this Agreement and the judgment, including the releases in Section 14 below.

a. In the written request for exclusion, the IDNC Settlement Class Member must state: (1) his, her, or their full name, address, and telephone number where he, she, or they may be contacted; (2) the telephone number(s) on which he, she, or they was called; and (3) a statement that he, she, or they wishes to be excluded from the IDNC Settlement Class. The request for exclusion must be personally signed by the IDNC Settlement Class Member submitting the request. A request to be excluded that does not include the foregoing information, that is not sent to the Claims Administrator, that is not postmarked by the Opt-Out Deadline, or that is not personally signed by the IDNC Settlement Class Member, shall be invalid.

b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out IDNC Settlement Class Members as a group, aggregate, or class involving more than one IDNC Settlement Class Member; or (b) to opt-out more than one IDNC Settlement Class Member on a single paper, or as an agent or representative. Any such purported opt-outs shall be void.

c. Any member of the IDNC Settlement Class who submits a valid and timely request for exclusion will not be an IDNC Settlement Class Member and shall not be bound by the terms of this Agreement. If the Claims Administrator believes any opt-out request is ambiguous as to its validity, the Claims Administrator shall provide that request to Class Counsel and Defendant for review.

d. Copies of Requests for Exclusion will be provided by the Claims Administrator to Class Counsel and to DIRECTV's Counsel not later than seven (7) days after the Opt-Out Deadline. The Claims Administrator will provide a list of each IDNC Settlement Class member who timely and validly opted out of the IDNC Settlement Class in its declaration filed with the Court, as required by Section 9.06. Members of the IDNC Settlement Class who do not properly and

timely submit a Request for Exclusion will be bound by this Settlement Agreement and the Judgment, including the Release in Section 14 below.

11.03 Objections. Any NDNC Class Member or IDNC Settlement Class Member who intends to object to the fairness of this settlement must file a written objection with the Court by the Objection Deadline.

a. In the written objection, the NDNC Class Member or IDNC Settlement Class Member must state: (1) his, her, or their full name; (2) his, her, or their address; (3) the telephone number where he, she, or they may be contacted; (4) the telephone number(s) that he, she, or they maintains were called; (5) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (6) the identity of any witnesses he, she, or they may call to testify; (7) copies of any exhibits that he, she, or they intends to introduce into evidence at the Final Approval Hearing; (8) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing the individual with respect to any objection; (9) a statement of whether he, she, or they intends to appear at the Final Approval Hearing with or without counsel; and (10) a statement as to whether the objection applies only to the objector, a specific subset of the NDNC Class or IDNC Settlement Class, or the entire NDNC Class or IDNC Settlement Class (or both classes). Such objection must be filed with the Court with a postmark dated on or before the Objection Deadline.

Any NDNC Class Member or IDNC Settlement Class Member who does not submit a timely objection in accordance with this Agreement, the Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

b. The Parties will have the right to depose or seek discovery from any objector to assess whether the objector has standing.

11.04 Any NDNC Class Member or IDNC Settlement Class Member who objects may (but is not required to) appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. A member of the IDNC Settlement Class who opts out of the IDNC Settlement Class may not object to this Agreement or the Settlement and is not entitled to be heard at the Final Approval Hearing.

12. FINAL APPROVAL HEARING AND FINAL APPROVAL ORDER

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

a. Plaintiff shall request that the Court enter the Final Approval Order in substantially the form attached as Exhibit F, with Class Counsel filing a memorandum in support of the motion;

b. Class Counsel and/or Defendant may file a memorandum addressing any objections to the Settlement.

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

12.03 This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

- a. finds that the Class Notice provided satisfies the requirements of due process and Federal Rule of Civil Procedure Rule 23(e)(1);
- b. finds that the NDNC Class Members and IDNC Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;
- c. finds that the Settlement Agreement is fair, reasonable and adequate to the NDNC Class and IDNC Settlement Class, that each NDNC Class Member and IDNC Settlement Class Member shall be bound by this Agreement, including the release in Section 14.01, the bar in Section 14.02, and the covenant not to sue in Section 14.03, and that this Settlement Agreement should be and is approved;
- d. dismisses the Action on the merits and with prejudice;
- e. permanently enjoins each and every NDNC Class Member and IDNC Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against Defendant or the Released Parties; and
- f. retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement.

13. FINAL JUDGMENT

13.01 The judgment entered at the Final Approval Hearing will be deemed final for purposes of this Agreement after the latest of the following: (i) if no individual, or counsel on the individual's behalf, has filed an appearance that would give the individual potential standing to appeal the Final Approval Order, then on the date the settlement is finally approved by the Court; (ii) if an individual, or counsel on the individual's behalf, has filed an appearance, and no notice of appeal of the Final Approval Order is filed, the expiration date of the time for filing any appeal from the judgment, including any extension of such expiration date granted by order of any court of competent jurisdiction, by operation of law,

or otherwise; (iii) the date of final affirmance on an appeal of the judgment, the expiration of the time for a petition for rehearing and a petition for *certiorari* of the judgment, or, if such a petition is filed, either the denial of that petition or, if the petition is granted, the date of final affirmance of the Judgment following review pursuant to that grant; or (iv) the date of final dismissal of any appeal of the judgment or the final dismissal of any proceeding to review the judgment.

13.02 The Parties agree that, once the judgment entered as part of the Final Approval Order becomes final within the meaning of this Agreement (including the exhaustion of all appeals), the Parties will stipulate to dismissal of the pending appeal and cross-appeal.

14. RELEASE OF CLAIMS

14.01 Released Claims. Plaintiff and each NDNC Class Member and IDNC Settlement Class Member, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, all those who claim through them or who assert or could assert claims on their behalf, and the customary or authorized users of their accounts or telephones will be deemed to have fully released and forever discharged the Released Parties from any and all claims arising from the placement of calls by Telecel seeking to advertise DIRECTV's products or services during the Settlement Class Period, including but not limited to claims arising under the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the "Released Claims"), or any other potentially applicable federal or state law.

a. Plaintiff and all NDNC Class Members and IDNC Settlement Class Members each acknowledges that he, she, or they may hereafter discover facts other than or different from those that he, she, or they knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of this Agreement, but each of those persons expressly agrees that, upon entry of the

Final Approval Order, he, she, or they shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to Section 14.01, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

b. Plaintiff and all NDNC Class Members and IDNC Settlement Class Members each expressly agrees that, upon the Effective Date, he, she, or they will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code or (b) by any law of any state or territory of the United States, or principle of common law which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the claims released pursuant to Section 14.01 above. Section 1542 of the California Civil Code reads:

Section 1542. General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

On the Effective Date, all NDNC Class Members and IDNC Settlement Class Members shall be deemed to have, with respect to the subject matter of the Action, expressly waived the benefits of any statutory provisions or common law rules that provide, in sum or substance, that a general release does not extend to claims which the person does not know or suspect to exist in the person's favor at the time of executing the release, which if known by the person would have materially affected its settlement with any other party.

Plaintiff, NDNC Class Members, and IDNC Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff, NDNC Class Members, and IDNC Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

14.02 Stay/Bar of Proceedings: All proceedings in the Action shall be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them, and further agree that the Final Approval Order shall include an injunction that no Settlement Class Member and no person acting or purporting to act directly or on behalf of a Settlement Class Member, or acting on a representative basis or in any other capacity, will commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims. The Settlement will be conditioned upon the entry of such an injunction in the Final Approval Order. Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

14.03 Covenant Not To Sue. Plaintiff and all NDNC Class Members and

IDNC Settlement Class Members each further agrees that he or she will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims. The Release does not apply to members of the IDNC Settlement Class who opt out of the IDNC Settlement Class by submitting a valid and timely request for exclusion. NDNC Class Members and IDNC Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

15. TERMINATION OF AGREEMENT

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

- a. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in a way that is material, unless such modification or amendment is accepted in writing by all Parties;
- d. the Effective Date does not occur;
- e. more than five percent (5%) of the Class opts out; or

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

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

16. NO ADMISSION OF LIABILITY

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

be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

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

16.03 The Parties agree that all information obtained from or provided by DIRECTV in connection with this Settlement Agreement and its negotiation shall be kept confidential and that such information shall be used only for the purposes allowed by this Settlement Agreement and for no other purpose.

16.04 The Parties, Class Counsel, and Defendant's Counsel agree that they will not initiate any publicity regarding the Settlement other than the notice procedures described in Section 9 and will not respond to requests about the Settlement by any media (whether print, online, or any traditional or non-traditional form) except by reference to such class notice. No Party shall disparage any other in any fashion.

16.05 The Parties agree that nothing in this Settlement Agreement shall be construed to prohibit communications between DIRECTV or any of the other Released Parties about the Settlement or any related topic, or between DIRECTV and any NDNC Settlement Class Member or IDNC Settlement Class Member in the regular course of DIRECTV's business.

17. MISCELLANEOUS

17.01 Entire Agreement. This Agreement and the exhibits to the Agreement constitute the entire agreement between the Parties. Besides the terms of this Settlement Agreement and the exhibits, there are no other agreements required to be identified under Rule 23(e)(3) of the Federal Rules of Civil Procedure. No

representations, warranties or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

17.02 Claims Against Cash Awards. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any of a Cash Award made to any NDNC Class Member or IDNC Settlement Class Member, it is the responsibility of the Class Member to transmit the funds to such third party, and neither the Parties nor the Claims Administrator will bear any responsibility or liability to such third party.

17.03 No Tax Advice. Plaintiff, Class Counsel, Defendant, Defendant's Counsel, and the Claims Administrator make no representations as to the taxability of the relief to any NDNC Class Member or IDNC Settlement Class Member. Class Members are responsible for seeking their own tax advice at the own expense.

17.04 Governing Law. This Agreement shall be governed by the laws of the State of Georgia, to the extent not preempted by federal law.

17.05 Successors. Each and every term of this Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, the NDNC Class Members, the IDNC Settlement Class members, and any of their successors and personal representatives, and shall bind and shall inure to the benefit of the Released Parties, all of which persons and entities are intended to be beneficiaries of this Settlement Agreement.

17.06 Potential Changes To Attachments. The Parties agree to request that the Court approve the forms of the Preliminary Approval Order attached as Exhibit A, the Long Form Notice attached as Exhibit B, the Email Notice attached as Exhibit C, the Postcard Notice attached as Exhibit D, the Claim Form attached as Exhibit E, and the Final Approval Order attached as Exhibit F. The fact that the

Court may require non-substantive changes to any of these documents does not invalidate this Settlement Agreement.

17.07 Future Changes in Laws or Regulations. To the extent Congress, the Federal Communications Commission or any other relevant regulatory authority or court promulgates different requirements under the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, or any other law or regulation that would govern any conduct affected by the Settlement, those laws and regulations shall control. However, the Parties agree that changes in law or regulation shall not provide any basis for any attempt to alter, modify or invalidate this Settlement.

17.08 Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all NDNC Class Members and IDNC Settlement Class members, for purposes of the administration and enforcement of this Agreement.

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

17.10 Good Faith Efforts; Resolution of Disputes. The Parties shall cooperate in good faith in the administration of this Settlement and agree to use their best efforts to promptly file a motion for preliminary approval with the Court. The Parties and their Counsel shall not directly or indirectly solicit any person to opt-out or object to the Settlement. Any unresolved dispute regarding the administration of this Agreement shall be decided by the Court, or by a mediator upon agreement of the Parties.

17.11 Resolution Of Disputes. The Parties will cooperate in good faith in the administration of this Settlement and agree to use their best efforts to promptly file

a Motion for Preliminary Approval with the Court and to take any other actions required to effectuate this Settlement. Any unresolved dispute regarding the administration of this Agreement will be decided by the Court or by a mediator upon agreement of the Parties.

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

17.13 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

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

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

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

If to Class Counsel:

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

Jonathan D. Selbin
Sean A. Petterson
250 Hudson Street, 8th Floor
New York, NY 10013-1413

Telephone: (212) 355-9500
jselbin@lchb.com
spetterson@lchb.com

Matthew R. Wilson
Michael J. Boyle, Jr.
Jared Connors
Meyer Wilson Co., LPA
305 W. Nationwide Blvd.
Columbus, OH 43215
Telephone: (614) 384-7031
mwilson@meyerwilson.com
mboyle@meyerwilson.com
jconnors@meyerwilson.com


If to counsel for Defendant:

Archis A. Parasharami
Carmen N. Longoria-Green
Mayer Brown LLP
1999 K Street, NW
Washington, DC 20006
aparasharami@mayerbrown.com
clongoriagreen@mayerbrown.com

Kyle J. Steinmetz
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Telephone: (312) 701-8547
ksteinmetz@mayerbrown.com

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed, dated as of October __, 2023.

DATED: 11/1/2023 Plaintiff Sebastian Cordoba



DATED: 11-7-23

Defendant DIRECTV, LLC

By: Walid Abdul-Rahim

Name: Walid Abdul-Rahim

Title: AVP - Senior Legal Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: November 7, 2023

MAYER BROWN LLP

By Archis A. Parasharami
Attorneys for Defendant DIRECTV, LLC

DATED: , 2023

LIEFF CABRASER HEIMANN &
BERNSTEIN LLP

By Daniel M. Hutchinson
Class Counsel

DATED: , 2023

MEYER WILSON CO., LPA

By Matthew R. Wilson
Class Counsel

DATED: _____

Defendant DIRECTV, LLC

By: _____

Name: _____

Title:

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2023

MAYER BROWN LLP

By _____
Archis A. Parasharami
Attorneys for Defendant DIRECTV, LLC

DATED: November 1, 2023

LIEFF CABRASER HEIMANN &
BERNSTEIN LLP

By  _____
Daniel M. Hutchinson
Class Counsel

DATED: _____, 2023

MEYER WILSON CO., LPA

By _____
Matthew R. Wilson
Class Counsel

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

SEBASTIAN CORDOBA, individually)	
and on behalf of all others similarly-)	
situated,)	
)	CIVIL ACTION FILE NO.:
Plaintiff,)	
)	1:15-CV-03755-MHC
vs.)	
)	
DIRECTV, LLC, individually and as)	
successor through merger to DIRECTV,)	
Inc.,)	
)	
Defendant.)	

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiff’s motion for preliminary approval of the proposed class action settlement of the above-captioned case (the “Action”) between Plaintiff Sebastian Cordoba, individually and on behalf of the Internal Do Not Call (“IDNC”) Settlement Class and the National Do Not Call (“NDNC”) Class (“Plaintiff”), and Defendant DIRECTV, LLC (“Defendant”) as set forth in the Parties’ Settlement Agreement and Release (the “Agreement,” which memorializes the “Settlement”). Having duly considered the Settlement, including the proposed forms of notice and other exhibits thereto, the Motion, and the papers and arguments

in connection therewith, and good cause having been shown, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 47 U.S.C. § 227 and has personal jurisdiction over the Parties, the NDNC Class and the IDNC Settlement Class.

2. Unless defined herein, all defined terms in this Order shall have the meanings ascribed to them in the Agreement.

3. The Motion is GRANTED.

4. The Court hereby preliminarily approves the Settlement and the terms embodied therein pursuant to Fed. R. Civ. P. 23(e)(1). The Court finds that it will likely be able to approve the Settlement under Fed. R. Civ. P. 23(e)(2) and to finally certify the IDNC Settlement Class and the NDNC Class for purposes of judgment pursuant to the Settlement.

5. The Court further finds that Plaintiff and Class Counsel have adequately represented, and will continue to adequately represent, the IDNC Settlement Class and the NDNC Class. The Court further finds that the Settlement is procedurally fair, the product of arms' length negotiations and comes after years of litigation and discovery and a detailed investigation.

6. The Court preliminarily finds that the Settlement relief provided—a \$440,000 non-reversionary settlement fund—is fair, reasonable, and adequate taking

into account, *inter alia*, the costs, risks, and delay of further litigation, trial and appeal, the alleged harm to the IDNC Settlement Class and the NDNC Class, the proposed method of distributing payments to the IDNC Settlement Class and the NDNC Class, and the absence of any agreement required to be identified under Rule 23(e)(3).

7. The Court further preliminarily finds that the Settlement is substantively fair and treats the IDNC Settlement Class and the NDNC Class equitably relative to each other. The Settlement provides for the equal distribution to members of the NDNC Class and the IDNC Settlement Class. There will be a *pro rata* distribution of the \$440,000 settlement proceeds after reduction of the Settlement Costs. The Court will assess Class Counsel's request for attorneys' fees and expenses after receiving a motion from Class Counsel supporting such request. At this stage, the Court finds that the plan to request fees and litigation expenses creates no reason not to grant the Motion and direct notice to the IDNC Settlement Class and the NDNC Class.

8. The Court hereby finds that it is likely to certify under Fed. R. Civ. P. 23(a), 23(b)(3), and 23(e), for settlement purposes only, an "IDNC Settlement Class," consisting of:

All persons within the United States who received a telephone call on or after October 27, 2011 and before March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or encouraging the sale of

DIRECTV's goods and/or services, who asked Telecel to stop making such calls to them, and who nevertheless received more than one such call from Telecel after asking not to be called again.

9. The Court preliminary finds that, for settlement purposes only, the IDNC Settlement Class, as defined above, is likely to meet the requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3)—namely, that (a) the IDNC Settlement Class Members are sufficiently numerous such that joinder is impracticable; (b) there are common questions of law and fact; (c) Plaintiff's claims are typical of those of the IDNC Settlement Class Members; (d) Plaintiff and Class Counsel have adequately represented, and will continue to adequately represent, the interests of the IDNC Settlement Class Members; and (e) for purposes of settlement, the IDNC Settlement Class meets the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3).

10. Certification of the IDNC Settlement Class shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect. The Parties preserve all rights and defenses regarding class certification in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

11. The Court further reiterates that it has previously certified an NDNC Class consisting of all persons residing within the United States whose telephone numbers were on the National Do Not Call Registry, but who received more than

one telephone call between October 27, 2011 and March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or attempting to sell DIRECTV's goods and/or services.

12. The Court hereby designates Plaintiff Sebastian Cordoba as Settlement Class Representative for the IDNC Settlement Class. Sebastian Cordoba was previously appointed as Class Representative for the NDNC Class.

13. The Court hereby designates Lieff Cabraser Heimann & Bernstein LLP and Meyer Wilson Co., LPA as Class Counsel for the IDNC Settlement Class and the NDNC Class.

14. The Court hereby appoints CPT Group ("CPT") as the Claims Administrator for the Settlement and directs CPT to carry out all the duties and responsibilities of the Claims Administrator as specified in the Settlement and herein.

Notice Plan

15. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed notice and procedures set forth at Section 9 of the Agreement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits B-D to the Settlement, the proposed procedures for any IDNC Settlement

Class Members to exclude themselves from the IDNC Settlement Class,¹ and the proposed procedures for the Settlement Class to object to the Settlement.

16. The Court finds that the proposed notice plan—which includes (i) direct postcard notice (ii) emailed notice and (iii) establishing a Settlement Website at the web address of www.dvtcpaclassaction.com, where Settlement Class Members can view the full Agreement, the detailed long-form notice, and other key case documents—meets the requirements of due process under the United States Constitution and of Rule 23, and constitutes the best notice that is practicable under the circumstances, including by providing individual notice to all members who can be identified through reasonable effort. The Court further finds that the proposed form and content of the notices as set forth in Exhibits B-D are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement, including whether to object and whether to opt out. The Court finds that the notices clearly and concisely state in plain, easily understood language, *inter alia*: (a) the nature of the case; (b) the definition of the IDNC Settlement Class and the previously certified NDNC class; (c) the class claims and issues; (d) that the Court will exclude from the IDNC Settlement Class any IDNC Settlement Class member who timely and validly requests exclusion; (e) the

¹ Members of the NDNC Class were previously given a chance to opt-out when the Court certified the class and will not receive an additional chance to opt-out.

time and manner for requesting such exclusion; and (f) the binding effect of a class judgment on Settlement Class Members under Rule 23(c)(3).

17. The Court hereby directs the Parties and the Claims Administrator to implement the notice plan as set forth in the Settlement.

18. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, DIRECTV shall promptly provide written notice of the proposed Settlement to the appropriate authorities.

19. No later than thirty (30) days after entry of this Order (the “Settlement Notice Date”), the Claims Administrator shall substantially complete the Direct Mail Notice and Email Notice via first class mail and email to Settlement Class Members. In the event that any Notices are returned as non-deliverable, the Claim Administrator shall promptly re-mail and/or re-email any Notices that are returned as non-deliverable with a forwarding address to such forwarding address.

20. No later than the Settlement Notice Date, the Claims Administrator shall maintain and administer a dedicated Settlement Website related to the Settlement.

21. No later than (16) calendar days prior to the Final Approval Hearing, the Claims Administrator shall serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order, and that the CAFA Notice was served.

The Claims Administrator shall likewise provide DIRECTV and Class Counsel with a final list of persons who submitted timely and valid requests for exclusion from the IDNC Settlement Class.

Claims Process

22. Settlement Class Members shall be permitted to share in the Settlement Fund paid by DIRECTV only after completing and submitting a Claim Form consistent with the form set forth in Exhibit E to the Claims Administrator pursuant to the procedures outlined in Section 10 of the Agreement. As set forth in the Agreement, the Claims Administrator shall have discretion to allow Settlement Class Members who submit Claim Forms with missing or errant information with additional time to correct the errors and to re-submit the Claim Forms to the Claims Administrator, after being apprised of the need to do so by the Claims Administrator.

23. For a Claim Form to be considered valid, the Settlement Class Member shall include: (1) the Settlement Class Member's name; (2) the telephone number that the Settlement Class Member used or subscribed to during the Settlement Class Period; and (3) the affirmations found on the Claim Form.

Opt-Out and Objection Procedures

24. IDNC Settlement Class Members who wish to either object to the Settlement or request to be excluded from it or NDNC Class Members who wish to object to the Settlement must do so by the Objection Deadline and Opt-Out Deadline

of _____, which are both sixty (60) calendar days after the Settlement Notice Date. IDNC Settlement Class Members may not both object and opt out and NDNC Class Members are not permitted to opt-out. If an IDNC Settlement Class Member submits both a request for exclusion and an objection, the Request for Exclusion will be controlling.

25. To submit a request for exclusion (or opt-out), IDNC Settlement Class Members must follow the directions in the Notice and send a compliant request to the Claims Administrator at the address designated in the Class Notice by the Opt-Out Deadline. In the request for exclusion, the IDNC Settlement Class Member must state his, her, or their full name, address, telephone number, and the telephone number he or she wishes to be contacted at and must state in writing that he, she, or they wishes to be excluded from the Settlement. No IDNC Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class.

26. If a timely and valid request for exclusion is made by a member of the IDNC Settlement Class, then that person will not be a Settlement Class Member, and the Agreement and any determinations and judgments concerning it will not bind the excluded person.

27. All Settlement Class Members who do not elect to opt out in accordance with the terms set forth in the Agreement will be bound by all determinations and judgments concerning the Agreement.

28. To object to the Settlement, Settlement Class Members must follow the directions in the Class Notice and file a written Objection with the Court by the Objection Deadline. In the written Objection, the Settlement Class Member must state: (1) his, her, or their full name, address, and telephone number where he, she, or they may be contacted; (2) the telephone number(s) that he, she, or they maintains were called; (3) all grounds for the objection with specific legal and factual support; (4) the identity of any witnesses he, she, or they may call to testify; (5) copies of any exhibits that he, she, or they intends to introduce into evidence at the Final Approval Hearing; (6) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing the individual with respect to any objection; (7) a statement of whether he, she, or they intends to appear at the Final Approval Hearing with or without counsel; and (8) a statement as to whether the objection applies only to the objector, a specific subset of the Settlement Class, or the entire Settlement Class. Such objection must be filed with the Court with a postmark date on or before the Objection Deadline. Any documents that the Settlement Class Member wishes the Court to consider must also be attached to the

Objection. No Objection will be valid unless all of the information described above is included.

29. The right to object to this Settlement must be exercised individually by an individual Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity.

30. Any Settlement Class Member who has timely filed an Objection may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

31. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his, her, or their intent to appear at the Final Approval Hearing in accordance with the terms of this Order, above and as detailed in the Notice, shall not be permitted to object to the Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Agreement by appeal or other means, shall be deemed to have waived his, her, or their objections, and shall be forever barred from making any such objections in the Action. All members of the IDNC Settlement Class or the NDNC Class, except those members of the IDNC Settlement Class who submit timely Requests for Exclusion, will be bound by all determinations and judgments in the Action, whether favorable or unfavorable to the IDNC Settlement Class or the NDNC Settlement Class.

Final Approval Hearing

32. The Court will hold a Final Approval Hearing on _____, 2024 at ____ (Eastern time), in Courtroom 1905 at the United States District Court for the Northern District of Georgia at the Richard B. Russell Federal Building and U.S. Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia or at such other date, time and place (including by videoconference) later set by Court Order. At the Final Approval Hearing, the Court will, among other things: (a) determine whether the Settlement should be finally approved by the Court as fair, reasonable, and adequate, and in the best interests of the IDNC Settlement Class and the NDNC Class; (b) determine whether judgment should be entered pursuant to the Settlement, dismissing this Action with prejudice and releasing all Released Claims; (c) determine whether the IDNC Settlement Class should be finally certified; (d) rule on Class Counsel's motion for attorneys' fees and expenses; (e) consider any properly filed objections; and (f) consider any other matters necessary in connection with the final approval of the Settlement.

33. By no later than fourteen (14) calendar days prior to the Final Approval Hearing, the Parties shall file any motions for final settlement approval, including any responses to any objections that are submitted. By no later than thirty (30) calendar days prior to the Objection Deadline, Plaintiff and Class Counsel shall file their motion for attorneys' fees, expenses, and a class representative service award.

Promptly after they are filed, these document(s) shall be posted on the Settlement Website.

34. Only the Parties and Settlement Class Members who have submitted timely and valid objections, in accordance with the requirements of this Order, may be heard at the Final Approval Hearing.

35. If the Settlement, including any amendment made in accordance therewith, is not finally approved by the Court or shall not become effective for any reason whatsoever, the Settlement and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (a) any obligations to pay for any expense incurred in connection with notice and administration as set forth in the Settlement, and (b) any other obligations or provisions that are expressly designated in the Settlement to survive the termination of the Settlement.

36. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, all proceedings in this Action are hereby stayed and suspended until further order of this Court.

37. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of

common law or equity, or of any liability or wrongdoing, by Defendant, or the truth of any of the claims, and evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this Order, and the Final Judgment and Order of Dismissal.

38. If the Settlement is terminated or final approval does not for any reason occur, the stay will be immediately terminated. If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings in connection with the Settlement will be without prejudice to the right of Defendant or the Settlement Class Representative to assert any right or position that could have been asserted if the Agreement had never been reached or proposed to the Court. In such an event, the Parties will return to the status quo ante in and the certification of the IDNC Settlement Class will be deemed vacated. The certification of the IDNC Settlement Class for settlement purposes, or any briefing or materials submitted seeking certification of the IDNC Settlement Class, will not be considered in connection with any subsequent decision in this court or on appeal.

39. Pending the final determination of whether the Settlement should be approved, any member of the IDNC Settlement Class or the NDNC Class is hereby enjoined from filing any class action, or attempting to amend an existing action to

assert any claims which would be released pursuant to the Settlement Agreement. If the Settlement is terminated or final approval does not for any reason occur, the injunction will be immediately terminated.

Accordingly, the following are the deadlines by which certain events must occur:

Settlement Notice Date	30 days after the Preliminary Approval Order
Last day for Plaintiff and Class Counsel to file motion for attorneys' fees, expenses, and service awards	30 days after Settlement Notice Date
Last day for Settlement Class Members to Opt-Out or to Object	60 days after Settlement Notice Date
Last day for Settlement Class Members to file Claim Forms (excluding time set forth in the Settlement to correct errors or omissions in filed Claim Forms).	90 days after Settlement Notice Date
Deadline for Plaintiff to file Motion and Memorandum in Support of Final Approval, including responses to any Objections.	14 days before the Final Approval Hearing
Final Approval Hearing	_____, 2024

SO ORDERED.

DATED: ____, 202__

HON. MARK A. COHEN

EXHIBIT B

Long Form Notice

In the United States District Court for the Northern District of Georgia

**If you received two or more telemarketing calls
between Oct. 2011 and March 2016 advertising
DIRECTV services, you may be entitled to
compensation.**

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

- Plaintiff claims that Telecel Marketing Solutions Inc. (“Telecel”), a third-party retailer that contracted with DIRECTV, LLC (“DIRECTV”) to market DIRECTV’s services, placed telemarketing calls to individuals who asked not to receive such calls and/or to individuals who registered their numbers on the National Do Not Call List. Plaintiff alleges these calls violate the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and its implementing regulations. DIRECTV denies the allegations in this lawsuit and denies that it did anything wrong.
- The parties have reached a proposed settlement (“Settlement”). The Settlement, if approved, would create a common fund of four hundred forty thousand dollars (\$440,000) to pay individuals who are entitled to cash awards under the Settlement, as well as pay Plaintiff’s attorneys’ fees and costs, an incentive award for the Class Representative (if allowed by law), and the administrative costs of the Settlement.
- The Settlement avoids the further cost and risk associated with continuing the lawsuit; pays money to recipients of the calls who are eligible Settlement Class Members; and releases DIRECTV from liability:

Your legal rights are affected whether you act or don’t act, as described below. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OPTION	RESULT
SUBMIT A CLAIM FORM AND RECEIVE A CASH BENEFIT	If you are a Settlement Class Member and you submit a Valid Claim Form, you will receive a Settlement Payment. Settlement Payments will be paid from the Settlement Fund, after the payment of Attorneys’ Fees and Costs, an Incentive Award (if allowed by law), and Settlement Administration Costs, as follows: each Settlement Class

	<p>Member will receive an equal <i>pro rata</i> share of the Settlement Fund after these costs have been deducted. Multiple subscribers or users of any unique telephone number will be entitled to a single recovery. Individuals who received qualifying phone calls on more than one number will also be entitled to only a single recovery.</p> <p>If you do nothing, you will give up the right to sue DIRECTV separately for the legal claims released by the Settlement.</p>
EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT	<p>The Settlement encompasses two classes—the National Do Not Call Class (“NDNC”) Class and the Internal Do Not Call (“IDNC”) Settlement Class. The Court previously certified the NDNC Class and members of the NDNC Class previously received notice and an opportunity to opt-out of the class. If you are a member of the NDNC Class, you therefore are not entitled to an additional opportunity to exclude yourself from the Settlement.</p> <p>Members of the IDNC Class have not previously received notice and thus may ask to be excluded from the Settlement. If you ask to be excluded, also known as “opting out,” you will get no Cash Benefit from the Settlement, but you may be able to pursue or continue your own lawsuit against DIRECTV relating to the legal claims asserted in this case. It is up to you to seek out legal counsel and pursue or continue your own lawsuit.</p>
OBJECT	Write to the Court about why you believe the Settlement is unfair.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

These rights and options – and the deadlines to exercise them – are explained in this notice.

Este aviso está disponible en español en este sitio web: www.directvtcpaclassaction.com.

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this Notice because you have the right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement

allows to individuals who submit Valid Claim Forms. Because your rights will be affected by this Settlement, it is extremely important that you read this notice carefully.

The Plaintiff and Defendant have reached a proposed Settlement of this matter that will affect your rights. The person who sued is called the Plaintiff. The company he is suing, DIRECTV, is called the Defendant.

Judge Mark A. Cohen of the United States District Court for the Northern District of Georgia is overseeing this case. The case is known as *Cordoba v. DIRECTV LLC*, Case No. 1:15-cv-03755. He has authorized this notice to explain all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement and if such approval is final with respect to appeal(s), if any, an administrator appointed by the Court will make the payments and take other actions that the Settlement allows. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully.

2. What is a class action?

A class action lawsuit is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. In a class action, one or more people called Class Representatives (in this case, Sebastian Cordoba) sue on behalf of people who have similar claims. All these people are called Class members. One court resolves the issues for all Class members, except for those who exclude themselves from the Class.

The Court previously decided that this lawsuit should be a class action as to any covered individuals who received calls from Telecel for the purposes of selling or attempting to sell DIRECTV's goods and/or service after they had listed their numbers on the National Do Not Call list. You may have received earlier notice in 2018 regarding this case when that class was certified.

WHAT THE LAWSUIT IS ABOUT

3. What is this lawsuit about?

In this lawsuit, Plaintiff claims that DIRECTV contracted with Telecel to market its satellite television services. Plaintiff further alleges that Telecel made telemarketing calls to individuals without obtaining their consent or permission to receive calls, including to individuals who were listed on the National Do Not Call list. Plaintiff further claims that Telecel did not keep records of any individuals who asked it to stop calling or who made an "internal do-no-call request" asking not to receive calls from Telecel. Plaintiff says that Telecel thus violated the Telephone Consumer Protection Act, or TCPA, and that DIRECTV can be held liable for the calls made by Telecel. DIRECTV disagrees and argues that it should not be held responsible for calls from Telecel.

4. What is the TCPA?

The TCPA is a federal law that attempts to prevent businesses or other institutions from making certain kinds of calls to the general public. In particular, the TCPA makes it illegal in many circumstances to contact any individual who placed their number on the National Do Not Call list and requires telemarketers to keep lists of individuals who make company-specific “internal” do-not-call requests and to honor those requests.

5. Why is there a Settlement?

On summary judgment, the Court found that DIRECTV was not vicariously liable for calls made by Telecel, a ruling which is currently on appeal. The parties have elected to resolve the case via settlement rather than continue with that appeal. That way, they avoid the cost and uncertainty of further litigation of the case, including the appeal, and should Plaintiff prevail on appeal, a possible trial. The Class Representative and his attorneys think the Settlement is best for all Settlement Class Members. The Court in charge of this lawsuit has granted preliminary approval of the Settlement and ordered that this Notice be distributed to explain it.

WHO IS IN THE SETTLEMENT

6. How do I know if I am part of this?

The Settlement provides relief for members of two classes, as follows:

The **National Do Not Call (“NDNC”) Class** consists of: All persons residing within the United States whose telephone numbers were on the National Do Not Call Registry, but who received more than one telephone call between October 27, 2011 and March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or attempting to sell DIRECTV’s goods and/or services.

The **Internal Do Not Call (“IDNC”) Class** consists of: All persons within the United States who received a telephone call on or after October 27, 2011 and before March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or encouraging the sale of DIRECTV’s goods and/or services, who asked Telecel to stop making such calls to them, and who nevertheless received more than one such call from Telecel after asking not to be called again.

You may be a member of both classes, if you fulfill the criteria for both.

Membership in the classes is limited to those individuals who are reflected as having received telemarketing calls in Telecel’s records as set forth in Plaintiff’s motion for class certification.

SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement Provide?

DIRECTV has agreed to create a common fund of four hundred forty thousand (\$440,000) to pay cash awards to Settlement Class Members, pay the costs of administration of the settlement, and pay attorneys' fees, expenses, and any incentive award to the Class Representative (if allowed by law), as approved by the Court. Each Settlement Class Member who submits a valid Claim Form will receive an equal share of that fund, after the costs, fees, and expenses are deducted.

8. How do I get paid?

You must submit a valid and timely Claim Form to receive a cash award by **DATE.** In order to make a claim under the Settlement, you must affirm that you received the telemarketing calls in question and that either (1) you asked Telecel not to call you anymore to advertise DIRECTV's services and then Telecel called you again or (2) your cellular telephone number was listed on the National Do Not Call list at the time that Telecel called you to advertise DIRECTV's services.

If you submit a valid and timely claim, and records confirm that you are a class member, you will receive a pro-rata share of the settlement fund, after deducting administrative expenses, any payments to the class representative, and attorneys' fees and expenses as approved by the Court. Individuals who are members of both the NDNC Class and the INDC Settlement Class are eligible to receive only a single share of the Settlement Fund. An NDNC Class Member or IDNC Settlement Class Member who received a qualifying number of calls from Telecel on more than one phone number will also be entitled to only a single recovery.

9. When do I get my cash award?

The Court will hold a hearing on **[DATE]** to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain when these appeals will be resolved, and resolving them can take time, perhaps more than a year, so we cannot say exactly when payment will be made. Please be patient.

YOUR RIGHTS AND OPTIONS

10. What am I giving up to get a payment or stay in the Settlement?

Being a Settlement Class Member means that, unless you exclude yourself, you cannot sue, continue to sue, or be part of any other lawsuit against DIRECTV about the legal issues in this case, and that all of the decisions and judgments by the Court in the case going forward will bind you.

If you were to file your own lawsuit for violations of the TCPA and prevailed, you could obtain damages of \$500 per violation, or up to \$1,500 per violation if the statute is found to have been willfully or knowingly violated. The TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

However, DIRECTV has denied that it made any illegal calls to anyone or engaged in any wrongdoing of any kind, or that it is responsible for any improper calls made by Telecel.

If you do not exclude yourself from the Settlement, you will be unable to file another lawsuit involving any of the claims described and identified herein, and you will release DIRECTV and the "Released Parties" (defined as DIRECTV and each and all of its respective direct and indirect, parents, subsidiaries, affiliated companies and corporations, successors, and predecessors in interest, and each of its respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, vendors (including Telecel), attorneys, advisors, representatives, predecessors, successors, divisions, assigns, or related entities, and each of their executors, successors, and legal representatives.

Remaining in the Settlement Classes, whether or not you submit a Claim Form, means that you, as well as your heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, all those who claim through them or who assert or could assert claims on their behalf, and any customary or authorized users of their accounts or telephones, release, resolve, relinquish, and discharge each and every one of the Released Parties from each of the Released Claims (as defined below). You further agree that you and they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or related in any way to the Released Claims.

The Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement and the releases contained therein become effective. This release will be interpreted to the fullest extent of the law.

Remaining in the Settlement also means that you further agree and covenant not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

The Settlement Agreement (available at www.directvtcpaclassaction.com) provides more detail regarding the release and describes the Released Parties and Released Claims with accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in the "Do I have a lawyer in this case?" section below for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to IDNC Settlement Class Members who timely opt-out of or exclude themselves from the Settlement.

11. How do I opt-out or exclude myself from the Settlement?

If you are a member of the NDNC Class, you have already received notice and an opportunity to opt-out of the Settlement. By staying in the class, you agreed to be bound by the outcome of this litigation, and thus you do not have a further opportunity to opt-out.

If you are a member of the IDNC Settlement Class and you want to keep the right to sue DIRECTV individually on your own or be a part of a case against DIRECTV (as a class member or otherwise) about the legal issues in this case, then you must take steps to exclude yourself or opt-out from the Settlement.

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

If you do not exclude yourself and the Settlement is finally approved, you give up any right to sue DIRECTV or any Released Parties on any of the claims that this Settlement resolves. You must exclude yourself from this Settlement Classes to continue your own lawsuit.

12. How do I request to be excluded?

To exclude yourself from the Settlement, you must send a signed request by mail saying that you want to be excluded from *Cordoba v. DIRECTV LLC*, Case No. 1:15-cv-03755. Your letter must include: (a) your name, address, and current telephone number; (b) your telephone phone number(s) on which you received call(s) from Telecel on behalf of DIRECTV; (c) a statement that reasonably indicates a desire to be excluded from the Settlement Classes; and (d) your signature.

You must mail your request for exclusion postmarked no later than **[DATE]** to:

Cordoba v. DIRECTV, LLC.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any location other than the address above or after the deadline. You must sign your letter requesting exclusion. A lawyer cannot sign for you. No one else can sign for you.

EXCLUSION REQUESTS THAT ARE NOT POSTMARKED ON OR BEFORE **[DATE] WILL NOT BE HONORED.**

13. How do I tell the Court that I don't think the Settlement is fair

You can tell the Court that you do not agree with the Settlement or any part of it. If you are a Settlement Class Member, you can object to the Settlement (or any part of it) if you do not think it is fair. You can state the reason(s) why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection saying that you object to the proposed Settlement in *Cordoba v. DIRECTV LLC*, Case No. 1:15-cv-03755 (N.D. Ga.). Your letter must include: (1) your full name; (2) your address; (3) the telephone number where you may be contacted; (4) the telephone number(s) that you maintain were called during the Settlement Class Period; (5) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (6) the identity of any witnesses you may call to testify; (7) copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; (8) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing you with respect to any objection; (9) a statement of whether you intend to appear at the Final Approval Hearing with or without counsel; and (10) a statement as to whether the objection applies only to the objector, a specific subset of one of the classes, or an entire class. Supporting documents must also be attached to the objection. **Your objection to the Settlement must be filed with the Settlement Administrator and postmarked no later than [DATE] to:**

Cordoba v. DIRECTV, LLC.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Do Not Send Your Objections to the Court. The Settlement Administrator will provide them to the Court instead.

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself (or opting out), is telling the Court that you do not want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you. Any Class Member who does not file objections in accordance with the requirements stated in this Notice waives the right to object or to be heard at the Final Approval Hearing discussed below.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the law firms of Lieff Cabraser Heimann & Bernstein, LLP and Meyer Wilson Co., LPA to represent you as "Class Counsel."

You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

Class Counsel include:

Matthew R. Wilson
Meyer Wilson Co., LPA
305 W. Nationwide Blvd.
Columbus, OH 43215
Telephone: (614) 224-6000
mwilson@meyerwilson.com

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

15. How will the lawyers and the Class Representative be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Settlement Fund, or \$146,666.67, to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask for their costs in litigating the case. Class Counsel may also request an award of an incentive payment of \$2,500 to the Class Representative, in compensation for his time and effort, if the law allows such an award. The Court may award less than these amounts.

Any objection to Class Counsel's application for attorneys' fees and costs, or to the request (if any) for the Class Representative incentive payment, may be mailed, and must be postmarked no later than [DATE], which is thirty (30) days following the filing of Class Counsel's motion for an award of attorneys' fees and costs. You can object by sending a letter addressed to the Court at the address listed in the next section of this Notice. In your letter, you must state that you object. Be sure to include your full name, address, telephone number, and the reasons you object to the proposed award, or to the amount of the proposed award.

THE FINAL APPROVAL HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Final Approval Hearing will be held at [TIME] on [DATE] in Courtroom 1921 of the U.S. District Court for the Northern District of Georgia, 75 Ted Turner Drive SW, Atlanta, GA 30303-3309. The hearing may be held virtually by video conference or moved to a different date or time without additional notice, so it is a good idea to check the settlement website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and an incentive award as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to

approve the Settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to attend this hearing, but you may attend at your own expense.

17. May I speak at the Hearing

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a notice with the Court saying that you intend to appear at the Final Approval Hearing in *Cordoba v. DIRECTV LLC*, Case No. 1:15-cv-03755 (N.D. Ga.). You may include this request in any objection you file, see Section 13 above. Be sure to include your full name, address, and telephone number, and to the extent not otherwise submitted in relation to a filed objection, copies of any documents you will present to the Court in connection with the Final Approval Hearing. You cannot speak at the hearing if you do not file a timely notice or if you excluded yourself from the Settlement Classes. **Your notice of intention to appear must be filed with the Court and postmarked no later than [DATE].**

The notice of intention to appear must be filed with the Court at this address:

Clerk of Court
Richard B. Russell Federal Building & United States Courthouse
2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303-3309

IF YOU DO NOTHING

18. What happens if I do nothing?

If you do nothing, you will not receive a cash award. You must submit a claim to get a cash award and comply with all of the requirements of the Claim Form. Unless you exclude yourself from the Settlement Classes, if the Court grants final approval of the Settlement then you will be bound by the terms and conditions of the Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against DIRECTV about the legal issues in this case, ever again.

GETTING MORE INFORMATION

19. Are more details available?

Visit the website at www.directvtcpaclassaction.com, where you will find the key documents in this case, including key orders from the Court during the lawsuit and related to this Settlement. You may also email Class Counsel for more information, or write to the Settlement Administrator using the address below

Cordoba v. DIRECTV, LLC.

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

1-888-xxx-xxxx

Proposed Email: Directvtcpaclassaction@cptgroup.com

EXHIBIT C

Email Notice

From: Admin Email

Subject: Notice of DIRECTV Telemarketing TCPA Settlement

Email Text:

This is an official email from the DIRECTV Telemarketing TCPA Settlement Administrator.

**A federal court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.**

If you received at least two telemarketing calls between October 27, 2011 and March 3, 2016 from Telecel Marketing Solutions Inc. advertising DIRECTV's services, you may be entitled to money from a class action settlement.

Para español, visite el sitio web del acuerdo: www.directvtcpaclassaction.com

A Settlement has been reached in a class action lawsuit against DIRECTV claiming that Telecel Marketing Solutions Inc. ("Telecel") made certain telemarketing calls advertising DIRECTV's services to individuals who they did not have consent to call or who were on the national do-not-call list. DIRECTV denies any liability or wrongdoing of any kind, and the parties have reached a Settlement of these claims to avoid the time and cost of further litigation.

You are receiving this notice because records show that you may be part of this lawsuit.

Who's Included? The Settlement covers two classes, the National Do Not Call ("NDNC") Class and the Internal Do Not Call ("IDNC") Settlement Class.

The NDNC Class consists of:

All persons residing within the United States whose telephone numbers were on the National Do Not Call Registry, but who received more than one telephone call between October 27, 2011 and before March 3, 2016, from Telecel for the purpose of selling or attempting to sell DIRECTV's goods and/or services.

The IDNC Settlement Class consists of:

All persons residing within the United States who received a telephone call in between October 27, 2011 and March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or encouraging the sale of DIRECTV's goods and/or services, who asked Telecel to stop making such calls to them, and who nevertheless received more than one such call from Telecel after asking not to be called again.

What Are the Settlement Terms? DIRECTV has agreed to create a common fund of four hundred and forty thousand dollars (\$440,000) to settle all the claims of class members, pay the costs of administration of the settlement, and pay attorneys' fees, expenses, and any incentive award to the Class Representative (if allowed by law) as approved by the Court.

How Can You Get a Payment? You must make a claim by **DATE** to receive payment. Each Settlement Class Member who makes a valid claim will receive a pro-rated share of the Settlement Fund. Individuals who are members of both the NDNC Class and the INDC Settlement Class are eligible to receive only a single share of the Settlement Fund. An NDNC Class Member or IDNC Settlement Class Member who received a qualifying number of calls from Telecel on more than one phone number will also be entitled to only a single recovery.

You can make a claim by either 1) mailing a completed Claim Form to the Settlement Administrator; or 2) submitting a Claim Form online at www.directvtcpaclassaction.com. **Your claim must be postmarked or submitted online by DATE.**

Your Other Options. Members of the INDC Settlement Class: You will be legally bound by the Settlement, whether or not you submit a claim form, unless you exclude yourself from the Settlement Class by **DATE**. If you exclude yourself, you get no payment from the Settlement, but you will reserve all rights to proceed individually against DIRECTV.

Members of the NDNC Class: You previously received notice in 2018 and an opportunity to opt-out when that class was certified. If you are a member of the NDNC Class, then you have previously agreed to be bound by the result of this lawsuit and there is no further opportunity for you to opt-out.

Members of either class may object to the Settlement by **DATE**. The Settlement Website (www.directvtcpaclassaction.com) explains how to exclude yourself or how to object. The Court will hold a Final Approval Hearing on **DATE** to consider whether to approve the Settlement and a request for attorneys' fees of up to one-third of the total settlement fund of \$440,000. You may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to appear at the hearing.

For more information, visit the Settlement Website at www.directvtcpaclassaction.com.

The capitalized terms used in this Notice are defined in the Settlement Agreement, which is available on the Settlement Website (www.directvtcpaclassaction.com).

EXHIBIT D

Cordoba v. DIRECTV, LLC, Case No. 15-cv-03755 (N.D. Ga.)

Who's Included? The National Do Not Call ("NDNC") Class includes all persons residing within the United States whose telephone numbers were on the National Do Not Call Registry, but who received more than one telephone call on or after October 27, 2011 and before March 3, 2016 from Telecel for the purposes of selling or attempting to sell DIRECTV's goods and/or services.

The Internal Do Not Call ("INDC") Settlement Class includes all persons within the United States who received more than one telephone call in between October 27, 2011 and March 3, 2016 from Telecel for the purposes of selling or encouraging the sale of DIRECTV's goods and/or services who asked Telecel to stop making such calls to them, but who nevertheless received more than one such call from Telecel after asking not to be called again. Members of either class are eligible to participate in the Settlement, however, individuals who are members of both classes are entitled only to a single recovery. The classes encompass only persons associated with the telephone numbers and calls during the Settlement Class Period identified in Plaintiffs' motion for class certification.

What Are the Settlement Terms? DIRECTV has agreed to create a common fund of four hundred forty thousand (\$440,000) to settle all the claims of class members, pay the costs of administration for the settlement, and to pay attorneys' fees, expenses, and any incentive award (if allowed by law) to the Class Representative as approved by the Court.

How Can You Get a Payment? You must make a claim by DATE to receive payment. Each Class Member who makes a valid claim will receive a pro-rated share of the Settlement Fund. Individuals who are members of both the NDNC Class and the INDC Settlement Class are eligible to receive only a single share of the Settlement Fund. An NDNC Class Member or INDC Settlement Class Member who received a qualifying number of calls from Telecel on more than one phone number will also be entitled to only a single recovery. You can make a claim by either 1) mailing a completed Claim Form to the Settlement Administrator; or 2) submitting a Claim Form online at www.directvtcpaclassaction.com. Your claim must be postmarked or submitted online by MONTH DAY, 2024.

Your Other Options. Members of the INDC Settlement Class: You will be legally bound by the Settlement, whether or not you submit a Claim Form, unless you exclude yourself from the Settlement Class by [DATE]. If you exclude yourself, you will get no payment from the Settlement.

Members of the NDNC Class: You previously received notice and an opportunity to opt-out when that class was certified. If you are a member of the NDNC Class, then you have previously agreed to be bound by the result of this lawsuit and there is no further opportunity for you to opt-out.

Members of either class may object to the Settlement by filing a written objection by [DATE]. The information available on the Settlement Website (www.directvtcpaclassaction.com) explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on [DATE] to consider whether to approve the Settlement and a request for attorneys' fees of up to one-third of the total settlement fund of \$440,000, and an incentive payment of \$2,500 to the Class Representative if allowed by law. You may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to appear at the hearing.

For more information, visit the Settlement Website at www.directvtcpaclassaction.com. The capitalized terms used in this Notice are defined in the Settlement Agreement, which is available on the Settlement Website.

A FEDERAL COURT AUTHORIZED THIS NOTICE.

YOU ARE NOT BEING SUED.

You May Be Entitled to Money From A Class Action Settlement

A Court has preliminarily approved the settlement of a class action lawsuit that may affect you if you received telemarketing calls regarding advertising DIRECTV's service between October 27, 2011 and before March 3, 2016. You may be a member of the Settlement Class entitled to payment. This notice has been approved by the Court.

www.directvtcpaclassaction.com

Puede tener derecho a recibir dinero de un acuerdo de demanda colectiva. Para obtener mas informacion, visite www.directvtcpaclassaction.com.

PRESORTED
First Class
US Postage
PAID
PBPS

Cordoba v. DIRECTV, LLC.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»
«FullName»
«Address1» «Address2»
«City», «State» «Zip»

EXHIBIT E

Claim Form
Cordoba v. DIRECTV, LLC

(This claim form should be used only if you are mailing in your form. You may instead complete
and submit a form online, at www.directvtcpaclassaction.com)

NAME

First Name: _____

Last Name: _____

CURRENT ADDRESS AND PHONE NUMBER

Street Address 1: _____

Street Address 2: _____

City: _____

State: _____

Postal Code / Zip Code: _____

Cell Phone Number on which you received a telemarketing call from Telecel regarding DIRECTV services
between October 27, 2011 and March 3, 2016:

Additional Contact Number: _____

CLAIM ID NUMBER

Claim ID: _____

(This is not required, but please include this number if you have it—this number is on the front of the postcard
you may have received.)

CERTIFICATION

By signing and submitting this Claim Form, I certify and affirm that the information I am providing below is true and correct to the best of my knowledge and belief:

When I received two or more telemarketing calls from Telecel advertising DIRECTV's services at the cellular telephone number listed above, I (check one or both boxes):

☐ (1) asked Telecel not to call me anymore and then it called me again to advertise DIRECTV's services;

OR

☐ (2) had my cellular telephone number listed on the National Do Not Call list at the time that Telecel called me.

I actually heard or was otherwise bothered by these calls.

* * *

If you are submitting this Claim Form by mail, please sign and date below. If you are submitting this Claim Form online, you agree that clicking the "Submit" button shall constitute your signature and acknowledgement of the terms of this Claim Form.

Claimant Signature: _____ Date: ____/____/____

**You must submit your completed claim form, postmarked no later than [DATE] to:
DIRECTV TCPA Settlement Administrator, c/o [XXX], P.O. Box [XXXXX], [City], [State]
[ZIP].**

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

SEBASTIAN CORDOBA, individually)	
and on behalf of all others similarly-)	
situated,)	
)	CIVIL ACTION FILE NO.:
Plaintiff,)	
)	1:15-CV-03755-MHC
vs.)	
)	
DIRECTV, LLC, individually and as)	
successor through merger to DIRECTV,)	
Inc.,)	
)	
Defendant.)	

**[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

1. The Court having held a Final Approval Hearing on [_____, 2024], notice of the Final Approval Hearing having been duly given in accordance with this Court’s Order: (1) Preliminarily Approving the Class Action Settlement, (2) Approving the Notice Proposed in the Settlement, and (3) Setting Final Approval Hearing (“Preliminary Approval Order”), and on the motion (“Motion”) for final approval of the Parties’ *Class Action Settlement Agreement and Release* (the “Settlement,” Dkt. ____). Due and adequate notice having been given to the Settlement Class Members of the Settlement and the pending motions, as directed by the Court’s

Preliminary Approval Order, and upon consideration of all papers filed and proceedings had herein, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

2. The Settlement Agreement dated ___, 2023 including its exhibits (the “Settlement Agreement”), and the definitions of words and terms contained therein are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 47 U.S.C. § 227 and has personal jurisdiction over the Parties and the Settlement Class Members, including all members of both the previously certified NDNC Class and the following IDNC Settlement Class:

All persons within the United States who received a telephone call on or after October 27, 2011 and before March 3, 2016 from Telecel on behalf of DIRECTV for the purpose of selling or encouraging the sale of DIRECTV’s goods and/or services, who asked Telecel to stop making such calls to them, and who nevertheless received more than one such call from Telecel after asking not to be called again.

4. The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this Action.

5. The Court finds and concludes that Class Notice was disseminated to members of the IDNC Settlement Class and the NDNC Class in accordance with the

terms set forth in the Settlement Agreement and that Class Notice and its dissemination was in compliance with this Court's Preliminary Approval Order.

6. The Court finds that such notice (a) constituted the best notice practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Action, the definition of the classes certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the classes, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

7. The Court hereby finds that all persons who fall within the definition of the IDNC Settlement Class have been adequately provided with an opportunity to exclude themselves from that class. All persons who submitted timely and valid requests for exclusion shall not be deemed IDNC Settlement Class Members and are not bound by this Final Approval Order. A list of those persons who submitted timely and valid requests for exclusion is attached hereto. All other persons who fall within

the definition of the IDNC Settlement Class or the NDNC Class are Settlement Class Members and shall be bound by this Final Approval Order and the Settlement.

8. The Court reaffirms that this Action is properly maintained as a class action, for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3).

9. The Court hereby finds and concludes that the IDNC Settlement Class meets the requirements of numerosity, commonality, typicality, and adequacy as set forth in Rule 23(a) of the Federal Rules of Civil Procedure. The Court further finds and concludes that the IDNC Settlement Class meets the requirements of predominance, superiority, and manageability as set forth in Rule 23(b)(3) of the Federal Rules of Civil Procedure. The Court further reaffirms its prior certification of the NDNC Class.

10. The Court hereby appoints Plaintiff Sebastian Cordoba as Class Representative to represent the IDNC Settlement Class and reaffirms its appointment of Plaintiff Cordoba to represent the NDNC Class.

11. The Court hereby appoints Class Counsel to represent the IDNC Settlement Class and to reaffirms its appointment of Class Counsel represent the NDNC Class.

12. The Court finds that the Settlement warrants final approval pursuant to Rule 23(e)(2) because the Court finds the Settlement to be fair, reasonable, and

adequate and in the best interest of the Settlement Classes, after weighing the relevant considerations. First, the Court finds that Plaintiff and Class Counsel have adequately represented the IDNC Settlement Class and the NDNC class and will continue to do so through Settlement implementation. Second, the Settlement was reached as a result of arms' length negotiations and comes after eight (8) years of litigation (including a ruling on a motion for summary judgment and briefing on multiple appeals) and a detailed and informed investigation and analysis by counsel for the parties. Third, the Court finds that the relief proposed to be provided for the Settlement Class—a non-reversionary settlement fund of \$440,000—is fair, reasonable, and adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal, the alleged harm to Settlement Class Members, and the proposed method of distributing payments to the Settlement Class Members. Fourth, the Court finds that the Settlement treats all Settlement Class Members equitably relative to each other. Under the terms of the Settlement, all Settlement Class Members who submitted a timely and valid Claim Form will be sent a *pro rata* distribution, as specified in the Settlement, of the \$440,000 settlement proceeds after reduction of the Settlement Costs.

13. The motion is hereby GRANTED, and the Settlement and its terms are hereby found to be and APPROVED as fair, reasonable, and adequate and in the best interest of the IDNC Settlement Class and NDNC Class. The Parties and Claims

Administrator are directed to consummate and implement the Settlement in accordance with its terms.

14. This Court hereby dismisses this Action, with prejudice and without leave to amend and without costs to any Party, other than as specified in the Settlement, in this Final Approval Order, and in any order(s) by this Court regarding Class Counsel's motions for attorneys' fees, expenses, and an incentive award.

15. In consideration of the benefits provided under the Settlement, Plaintiff and each Settlement Class Member who has not requested exclusion shall, by operation of this Final Approval Order, have forever released all Released Claims against all Released Parties in accordance with Section 14 of the Settlement, the terms of which sections are incorporated herein by reference. The terms of the Settlement, which are incorporated by reference into this Final Approval Order, shall have res judicata and other preclusive effects as to the Released Claims as against the Released Parties. The Released Parties may file the Settlement and/or this Final Approval Order in any other litigation to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

16. Plaintiff and each Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, and agents, hereby release, resolve, relinquish, and discharge each and all of the Released Parties from each of

the Released Claims. Plaintiff and the Settlement Class Members further agree that they will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Order, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Final Approval Order and judgment shall preclude an action to enforce the terms of the Settlement.

17. This Final Approval Order is the final, appealable judgment in the Action as to all Released Claims.

18. Without affecting the finality of this Final Approval Order in any way, this Court retains jurisdiction over (a) implementation of the Settlement and the terms of the Settlement; (b) Class Counsel's motion for attorneys' fees, expenses, and any incentive award; (c) distribution of the Settlement Fund, Class Counsel attorneys' fees and expenses, and Plaintiff's Incentive Award; and (d) all other proceedings related to the implementation, interpretation, validity, administration,

consummation, and enforcement of the terms of the Settlement. The time to appeal from this Final Order and Judgment shall commence upon its entry.

19. In the event that the Effective Date does not occur, this Final Approval Order shall be rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary in the Settlement, and without prejudice to the status quo ante rights of Plaintiff, Settlement Class Members, and DIRECTV.

20. The Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, of any liability or wrongdoing, by DIRECTV, or of the truth of any of the claims asserted by Plaintiff in the Action. Further, the Settlement Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission by DIRECTV that the Action is properly brought on a class or representative basis, or that classes may be certified for any purpose. To this end, the settlement of the Action, the negotiation and execution of the Settlement Agreement, and all acts performed or documents executed pursuant to or related to the Settlement Agreement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of DIRECTV or of the truth of any of the allegations in the Action; (ii) are not and will

not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of DIRECTV in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification. Further, evidence relating to the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Order.

21. In the event that any provision of the Settlement or this Order is asserted by DIRECTV as a defense in whole or in part (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), DIRECTV may seek an immediate stay of that suit, action or other proceeding, which the Settlement Class Member shall not oppose, until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this

Court, or that this Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Settlement Agreement, this Order and this Court's authority to effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

22. Finding that there is no just reason for delay, the Clerk of the Court is directed to enter this Order on the docket and it shall serve as final judgment pursuant to Rule 54(b) forthwith.

IT IS SO ORDERED

DATED: __, 202__

HON. MARK A. COHEN