

Exhibit 1

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

CRAIG THOMAS and LOUANNE O’QUINN,)	
on behalf of themselves and all others)	
similarly situated,)	Civil Action File No.
)	1:16-cv-02529-AT-AJB
Plaintiffs,)	
)	
vs.)	
)	
SHERWIN P. ROBIN & ASSOCIATES, P.C.,)	
SHERWIN P. ROBIN, SARA G. ROBIN,)	
CAVALRY SPV I, LLC, and CAVALRY)	
PORTFOLIO SERVICES, LLC,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Settlement Agreement”) is entered into on this 23rd day of September, 2018, by and between Plaintiffs, individually and as representatives of the proposed Settlement Class, and Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, and Sara G. Robin, to settle and compromise, according to the terms and conditions herein, the above-captioned litigation presently pending in the United States District Court for the Northern District of Georgia, Atlanta Division.

I. DEFINITIONS

The following definitions apply to and are incorporated into this Settlement Agreement:

1. “Class Counsel” means the following attorneys:

Daniel A. Schlanger
Evan S. Rothfarb
Schlanger Law Group LLP
9 East 40th St., Suite 1300
New York, NY 10016

E. Talley Gray
Law Office of E. Talley Gray
3449 E. Lawrenceville-Suwanee Road
Suwanee, GA 30024

2. The “Court,” unless otherwise indicated, means the United States District Court for the Northern District of Georgia, Atlanta Division.

3. “Defendants” means Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, Sara G. Robin, Cavalry SPV I, LLC, and Cavalry Portfolio Services, LLC.

4. “Individual Defendants” or “Robin” means Sherwin P. Robin and Sara G. Robin.

5. “Law Firm Defendants” means Sherwin P. Robin & Associates, P.C., Sherwin P. Robin and Sara G. Robin.

6. “Cavalry Defendants” means Cavalry SPV I, LLC and Cavalry Portfolio Services, LLC.

7. “Counsel for Law Firm Defendants” means Daniel Konicek and Michael Corsi of Konicek & Dillon, P.C., and Kathryn S. Whitlock of Hawkins Parnell Thackston & Young, LLP.

8. “Effective Date of Settlement” means the date on which the appellate rights with respect to the Final Approval Order and Judgment in the Action have expired or been exhausted in such a manner as to affirm the Final Approval Order and Judgment.

9. “Final Approval Order and Judgment” means the order and final judgment entered by the Court that approves the class settlement with finality in all respects, and dismisses with prejudice the claims of the Class Plaintiffs and the Settlement Class who do not opt out as provided in Federal Rule of Civil Procedure 23(b)(3), the current proposed form of which is attached as **Exhibit C**.

10. “Litigation,” “Lawsuit” or “Action” means the case styled, *Craig Thomas and Louanne O’Quinn, on behalf of themselves and all others similar situated v. Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, Sara G. Robin, Cavalry SPV I, LLC, and Cavalry Portfolio Services, LLC*, in the United States District Court for the Northern District of Georgia, Atlanta Division, Civil Action File No. 16-cv-02529 (AT) (AJB).

11. “Notice” means the form attached as **Exhibit B**, which will be mailed to potential Settlement Class members as described in subparagraph 42 below to advise them of this Settlement Agreement and their rights hereunder.

12. “Notice Plan” means the method of providing notice to the Settlement Class as approved by the Court in its Preliminary Approval Order.

13. “Parties” means the Class Plaintiffs, individually and on behalf of the Settlement Class, and the Law Firm Defendants as each of those terms is defined in this Settlement Agreement.

14. “Plaintiffs” or “Class Plaintiffs” means Craig Thomas and Louanne O’Quinn.

15. “Preliminary Approval Motion” means a motion to be filed by Class Counsel requesting that the Court enter a Preliminary Approval Order granting preliminary approval of this Settlement Agreement and Notice Plan.

16. “Preliminary Approval Order” means an order entered by the Court substantially in the form of the order attached as **Exhibit A**.

17. “Released Claims” means any and all claims, whether under the Fair Debt Collections Practices Act or any other state, federal or local statute or at common law, relating to calculation of post-judgment interest amounts as set forth in any affidavit of garnishment or similar post-judgment instrument, as well as any

and all claims that collection or attempted collection of those amounts is unlawful due to the manner in which said amounts were calculated, provided however that: (i) nothing herein shall be deemed to release claims other than those that, per the definition of the Settlement Class, involve the Law Firm Defendants as counsel for the state court plaintiff/judgment creditor and, in addition, involve one or more of the Cavalry Defendants as plaintiff(s)/state court judgment creditor(s) in the Georgia state court action in which judgment sought to be collected has been taken; and (ii) notwithstanding the foregoing, nothing herein shall be construed to release, waive or otherwise limit (a) any Settlement Class member's defense(s) to any of the judgments of Cavalry SPV I, LLC or Cavalry Portfolio Services, LLC or (b) Cavalry SPV I, LLC's or Cavalry Portfolio Services, LLC's ability to enforce the judgments.

18. "Released Parties" means Defendants, together with their parents, subsidiaries, affiliates, divisions, associates, attorneys, employees, advisors, agents, predecessors, successors, assigns, executors, representatives, assignors, assignees, stockholders, officers, directors, shareholders, insurers, reinsurers and accountants.

19. "Settlement Administrator" means Heffler Claims Group.

20. "Settlement Class" or "Class Members" means:

- i. Natural persons;
- ii. who have been defendants in state court consumer collection lawsuits filed in Georgia;

- iii. in which Sherwin P. Robin & Associates, P.C. was counsel to the state court plaintiff or represented the state court plaintiff in judgment enforcement proceedings;
- iv. in which either Cavalry SPV I, LLC or Cavalry Portfolio Services, LLC was the state court plaintiff or an assignee of state court plaintiff;
- v. in which judgment was taken against the state court defendant;
- vi. in which subsequent to the taking of judgment, Defendants herein filed an Affidavit of Garnishment which identified, as the interest to be collected, interest calculated on the basis of the judgment date plus some number of days after the garnishment was filed; and
- vii. in which such interest was sought, collected and or attempted to be collected within one year of the filing of the initial Complaint in the instant action through preliminary class certification.

The following people who otherwise meet the Settlement Class definition above are hereby excluded:

- i. anyone employed by counsel for Plaintiffs in this action; and
- ii. any Judge to whom this case is assigned, as well as his or her immediate family and staff.

II. RECITALS

21. Defendants have denied the material factual allegations and legal claims asserted in the Action by the Class Plaintiffs, and do not believe the claims asserted in the Action are meritorious. The Class Plaintiffs disagree and stand by their claims and allegations.

22. Law Firm Defendants confirm, warrant and represent that no class member paid any of the interest alleged by Plaintiffs to have been overstated on the

Affidavits of Garnishment at issue in this case other than in instances where the interest paid was equal to or less than the interest accrued based on the number of days from the date of judgment to the date of payment

23. This Settlement Agreement was entered into after extensive arm's length discussions and negotiations between counsel including multiple offers and counteroffers. The parties to this Settlement Agreement and their attorneys agree that the terms of this Settlement Agreement provide a fair, adequate, and reasonable resolution of the Action. The Cavalry Defendants are not a party to this Agreement but have agreed by separate stipulation not to oppose or in any way hinder approval of the instant class action settlement agreement.

24. The Parties will request that the Court approve a class settlement of the Action, consistent with the terms herein. If the Court approves the class settlement, the Parties will request entry of a Final Approval Order and Judgment that dismisses the claims of the Plaintiffs and Class Members in the Action with prejudice as to all Defendants.

25. Considering the pertinent facts and applicable law, and the substantial benefits that will inure to Class Members, the Class Plaintiffs and Class Counsel have concluded that it is in the best interests of the Class Plaintiffs and the Class Members to enter into this Settlement Agreement to avoid the uncertainties and

expense of litigation. The Class Plaintiffs and Class Counsel consider this Settlement Agreement to be fair, reasonable, adequate and in the best interests of the Class Members.

26. The Class Plaintiffs and Law Firm Defendants acknowledge they have been represented and advised by independent legal counsel throughout the negotiations leading to this Settlement Agreement. They have voluntarily executed this Settlement Agreement on the advice of counsel.

27. The Parties agree to cooperate fully, to execute without delay the formal Settlement Agreement and any and all documents reasonably necessary to effectuate the settlement terms, and to promptly take all reasonable actions that are necessary to obtain judicial approval of this Settlement Agreement and give this Settlement Agreement full force and effect.

28. In consideration of the promises and mutual covenants set forth in this Settlement Agreement and the foregoing Recitals, the Parties agree that, upon entry of a Final Approval Order and Judgment, that this Action shall be settled and compromised under the terms and conditions contained herein.

29. Pursuant to a separate stipulation between the parties to this action, the Cavalry Defendants shall be dismissed from the action without prejudice prior to filing of the Parties' Joint Motion for Preliminary Approval, but shall be

reinstated with no prejudice to any party in the event the Court does not grant final approval to the Settlement. Conversely, the parties to this action have agreed that upon entry of a final order approving the Settlement, the Cavalry Defendants shall be dismissed with prejudice from the action. The stipulation between the Plaintiffs and the Cavalry Defendants, attached hereto as **Exhibit D**, shall be filed within 21 business days of execution of this settlement agreement.

III. SUBMISSION OF SETTLEMENT TO THE COURT

30. Class Counsel shall present this Settlement Agreement to the Court as soon as practicable through a Consent Preliminary Approval Motion that shall request entry of a Preliminary Approval Order that:

- (a) preliminarily approves the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class;
- (b) certifies, for settlement purposes only, the Settlement Class as defined in this Settlement Agreement, pending final approval of the Settlement Agreement;
- (c) approves the Notice and the Notice Plan;
- (d) sets a date by which Notice must be sent;
- (e) approves the Class Plaintiffs;
- (f) approves a Settlement Administrator;
- (g) approves Class Counsel;
- (h) schedules a hearing (the “Fairness Hearing”) after the Notice period has expired so that the Court can consider any objections

to the settlement, approve the class settlement, and consider Class Counsel's applications for attorneys' fees and expenses and incentive awards; and

31. Class Counsel and Counsel for Law Firm Defendants will request that the Court schedule the Fairness Hearing to obtain final approval of the Settlement Agreement as soon as reasonably possible and consistent with the approved Notice Plan.

32. After the Court provides its final approval of the Settlement Agreement, the Parties will request entry of a Final Approval Order and Judgment. Among other things, the Final Approval Order and Judgment presented to the Court shall:

- (a) provide final Court approval of the terms of the Settlement Agreement as fair, adequate, and reasonable;
- (b) provide for the orderly performance and enforcement of the terms and conditions of the Settlement Agreement;
- (c) dismiss the Action with prejudice as against all Defendants;
- (d) discharge the Released Parties from all further liability to Settlement Class members with respect to the Released Claims;
- (e) provide a permanent bar, preventing each of the Settlement Class members and any of their predecessors, successors, representatives, parent companies, subsidiaries, affiliates, heirs, executors, administrators, attorneys, successors, and assignees, from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute—directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of them, or in any other capacity of any kind whatsoever—any action in any state or federal court or in any other tribunal, forum,

or proceeding of any kind that asserts any of the Released Claims against the Released Parties;

- (f) confirm that the Settlement Class was certified for settlement purposes only;
- (g) acknowledge and address properly filed objections to the class settlement;
- (h) find that the form and manner of disseminating Class Notice as set forth in this Settlement Agreement and ordered by the Court was accomplished as directed, constituted the best practicable notice under the circumstances, met or exceeded the requirements of due process, and constituted due and sufficient notice to all members of the Settlement Class; and
- (i) find that the Class Plaintiffs and Class Counsel have fairly and adequately represented the interests of the Class Members at all times in the Action.

33. Class Counsel shall work with Counsel for the Law Firm Defendants to prepare all preliminary approval and final approval papers, which the Law Firm Defendants shall be permitted to review and approve prior to filing, and the Law Firm Defendants shall not file responsive papers. Law Firm Defendants' approval of submissions in support of preliminary and final approval of the instant settlement shall not be unreasonably withheld. In addition, notwithstanding anything to the contrary set forth herein, Class Counsel's declarations and supporting exhibits (regarding Class Counsel's qualifications, hourly rates, costs and fees), as well as any statements regarding Class Counsel's qualifications, hourly rates, costs and fees set forth in the memoranda in support of preliminary and final approval shall not be

subject to or contingent upon Law Firm Defendants' approval. Nothing contained in this paragraph shall be construed to allow Class Counsel to seek more than \$100,000 in fees and costs as set forth in paragraph 65.

34. Counsel for Law Firm Defendants shall provide notice to state and federal officials of the proposed class settlement as required by the Class Action Fairness Act, 28 U.S.C. § 1715, within 10 days after Class Counsel files the Settlement Agreement with a Preliminary Approval Motion.

35. If the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court in the form contemplated by this Settlement Agreement, or the Final Order and Judgment is reversed or materially modified on appeal, this Settlement Agreement shall be null and void *ab initio* upon election of any of the Parties and have no further force and effect with respect to any of the Parties in the Action. Upon such circumstances, no party shall be prejudiced with regard to any claim or defense, including any claim or defense related to class certification, and the Settlement Administrator shall promptly return the settlement funds to the Law Firm Defendants.

IV. COMPILATION OF THE CLASS LIST AND CONFIRMATORY DISCOVERY

36. The Law Firm Defendants will, within 28 days of execution of this Settlement Agreement provide to Plaintiffs provide a verified class list which is

defined as an Excel spreadsheet verified by the Law Firm Defendants to include all members of the defined class.

37. For purposes of confirmatory discovery regarding the class list and that no actual damages subclass is warranted, Sherwin P. Robin & Associates, P.C. shall provide Class Counsel with a declaration or affidavit confirming that no improper interest (as alleged by Plaintiffs in their Amended Complaint but without admission as to those allegations by Defendants) has been collected from any of the Class Members and attaching thereto true and accurate R4 reports for each of the first 50 Class Members alphabetically appearing on the verified class list, as well as the judgment and affidavit of garnishment for each of the 50 Class Members in the sample.

38. Class Counsel shall receive confirmatory discovery regarding the Law Firm Defendants' net worth to consist of: a recent financial statement for the Individual Defendants and a recent tax return for the Sherwin P. Robin & Associates, P.C. and, in addition, a 2016 or 2017 balance sheet for Sherwin P. Robin & Associates, P.C. These materials shall be submitted subject to the protective order already so ordered by the Court (ECF Doc. 45) and Plaintiffs shall not object to their designation as confidential. The Law Firm Defendants shall also provide an affidavit confirming the accuracy of the aforementioned materials and confirming

that the financial statement provided for the Individual Defendants was submitted to a bank in connection with a line of credit. There is no requirement that the financial statements or balance sheet referenced herein be audited or third-party certified.

39. Settlement is contingent upon Class Counsel being satisfied upon review of said financial statements that the Law Firm Defendants' aggregate net worth is fairly valued at or below [REDACTED] dollars.

40. The Parties agree that Magistrate Judge Baverman will make a final determination, not appealable by the parties, with regard to any potential class members whose inclusion in the class is not mutually agreed upon by the parties.

V. NOTICE AND OPPORTUNITY FOR EXCLUSION

41. The Settlement Administrator will provide Notice to all Class Members as follows:

- (a) The Settlement Administrator shall send the Notice to potential Class members (as determined by the process set forth in Section IV, above) postage paid. Specifically, the Settlement Administrator shall send the Notice attached as **Exhibit B**.
- (b) The Settlement Administrator shall complete the mailing as soon as practicable after entry of the Preliminary Approval Order, but in no event later than 30 days following entry of the Preliminary Approval Order, without further order of Court. Any Notice returned undelivered by the U.S. Postal Service shall be evaluated by the Settlement Administrator using its normal database follow up procedures, and the Notice shall be re-mailed if a more current address can be identified.

- (c) Class Counsel will receive an electronic copy of the compiled Class list no later than twenty-one (21) days prior to the date by which mailing must be made.
- (d) Any Class Member who wishes to be excluded from the Settlement Class and/or Settlement Subclass must submit a written request for exclusion by First-Class U.S. Mail, postage paid, to the United States Post Office Box established and maintained by the Settlement Administrator for the purposes of this Settlement Agreement. Any request for exclusion from the Class Settlement must be postmarked on or before the deadline set by the Court and specified in the Notice, which shall be no less than 60 days after the mailing of the Notice. Anyone submitting a request for exclusion must: (a) set forth his/her full name and current address; and (b) specifically state his/her desire to be excluded.

42. Anyone who falls within the Settlement Class definition and who does not submit a request for exclusion in complete accordance with the deadlines and other specifications set forth in the Notice shall become a Settlement Class member and shall be bound by all proceedings, orders, and judgments of the Court pertaining to the Settlement Class pursuant to this Settlement Agreement, absent a court order to the contrary obtained at his or her own expense.

43. Law Firm Defendants or their insurer shall pay all costs reasonably incurred by the Settlement Administrator to provide the services specified in this Settlement Agreement. Neither Class Counsel nor Class Members shall be responsible for any costs of the Settlement Administrator.

44. The Settlement Administrator shall, upon request, provide copies to Class Counsel and Counsel for Law Firm Defendants of all requests for exclusion and all written communications relating to the Settlement Agreement the Settlement Administrator receives from Class Members or others that were not served on the Parties, it being understood that the Law Firm Defendants hereby specifically make the request that these documents be submitted to them through their counsel of record. To the extent Class Counsel or counsel for Law Firm Defendants receive requests for exclusions that have not been transmitted to the Settlement Administrator, they shall transmit those communications to the Settlement Administrator, who shall provide other Parties with a copy of those communications.

VI. CLASS MEMBER BENEFITS & RELEASE FOLLOWING FINAL APPROVAL OF THE CLASS SETTLEMENT BY THE COURT

45. In consideration for the release of claims by the Class Plaintiffs and Settlement Class members, and the dismissal with prejudice of the Action, the Law Firm Defendants or their insurer will pay to the Settlement Class (excluding the two Class Plaintiffs) the total amount of \$48,685.00 as statutory damages on a check-sent basis, resulting in a payment of \$65.00 to each member of the Settlement Class except for the Class Plaintiffs.

46. Pursuant to a separate escrow agreement between Class Counsel, the Law Firm Defendants and the Law Firm Defendant's insurer ("Escrow Agreement")

within 5 business days of execution of this Settlement Agreement, the Law Firm Defendants or their insurer shall send to Class Counsel a check for the following amount: \$65.00 multiplied by the number of Settlement Class Members (749 class members not including the Class Plaintiffs) as determined by the procedures set forth herein (the “Settlement Class Fund”). Within 7 days of Preliminary Approval, Class Counsel shall forward the funds payable to the Class Members (other than Class Plaintiffs) to the Class Administrator.

47. Within 14 days of the Effective Date of Settlement, the Class Administrator shall send a check for \$65.00 to each Settlement Class Member (not including the Class Plaintiffs).

48. Pursuant to the Escrow Agreement, within 5 days of execution of the Settlement Agreement, the Law Firm Defendants or their insurer shall deliver a check for \$9000.00 to Class Counsel, consisting of \$1,000 (not \$65.00) as statutory damages to each of the Class Plaintiffs, and, in addition, \$3,500 to each Class Plaintiff as a service payment for their efforts on behalf of the class. Within 7 days after the Effective Date, Class Counsel will deliver said funds to the Class Plaintiffs.

49. Funds remaining in the Settlement Class Fund on a date that is 120 days after the last date on which settlement claims payment checks may be presented for deposit, may instead be used by the Law Firm Defendants toward the costs of class

administration, subject to the Settlement Administrator taking reasonable steps to locate Class Members and re-issue checks where mail is returned undeliverable in the first instance.

50. To the extent the unclaimed funds exceed the cost of class administration, such funds will be distributed as a *cy pres* payment to a mutually agreeable non-profit organization engaged in consumer protection work.

51. The Settlement Administrator will maintain a website that includes settlement documents and other agreed information for review by Class Members. The class settlement website's URL will be displayed prominently on the Notice.

52. Upon the Effective Date of Settlement, the Class Plaintiffs and the Class Members will each forever release, discharge, waive, and covenant not to sue the Released Parties regarding any of the Released Claims. This release includes all such claims that the Class Plaintiffs and the Settlement Class Members do not know of or suspect to exist in their favor at the time of this release and that, if known by them, might have affected their settlement and release of the Released Parties, or might have affected their decision not to object to this agreement.

53. Class Plaintiffs hereby release: (i) any and all claims, whether under the Fair Debt Collection Practices Act or any other state, federal or local statute or at common law, relating to calculation of post-judgment interest amounts as set forth

in any affidavit of garnishment or similar post-judgment instrument, as well as any and all claims that collection or attempted collection of those amounts is unlawful due to the manner in which said amounts were calculated; and (ii) all claims, demands, liabilities, damages or losses or expenses which they have suffered from the beginning of the world to date, including but not limited to any and all claims, demands, liabilities, damages, losses or expenses which have been or which could have been asserted by the Class Plaintiffs in the Lawsuit or which in any way relate to Cavalry SPV I, LLC v. Thomas, Civil Action No. 15-101938-S and/or Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC as assignee of HSBC Bank of Nevada, N.A. v. Louanne O. Weller, No. 16GM02279 (the “Class Plaintiff State Court Actions”) and/or collection of the debts and/or alleged debts the non-payment of which purports to form the basis of the Class Plaintiffs State Court Actions.

54. The Law Firm Defendants and their counsel release the Class Plaintiffs and Class Counsel from any and all claims including, without limitation, demands, rights, liabilities, counterclaims and causes of action, of every nature and description that were asserted or could have been asserted in connection with this litigation or settlement of this litigation and/or the Class Plaintiff State Court Actions. The Cavalry Defendants, who are not a party to the instant Settlement Agreement have

agreed by separate stipulation to a similar release relating to Class Counsel and the Individual Plaintiffs, set forth at paragraph 9 therein. (Exhibit D).

VII. OBJECTION PROCEDURE

55. Any Class member who wishes to object to the Class Settlement must send a written objection (“Objection”) to the Settlement Administrator by First-Class U.S. Mail, postage paid, to the United States Post Office Box established and maintained by the Settlement Administrator for the purposes of this class settlement. All objections must also be filed with the Court and served on Class Counsel and on Counsel for Defendants at the addresses specified below.

56. Any Objection must be postmarked on or before the deadline specified in the Notice, which shall be 60 days after mailing of the Notice.

57. Only Class Members may object to the Settlement Agreement.

58. A Class Member who submits a request for exclusion shall not be entitled to object to the class settlement, and if both an exclusion and Objection are submitted, the Objection shall be deemed to be invalid.

59. The Settlement Administrator shall be responsible for forwarding all Objections to Class Counsel and Counsel for Law Firm Defendants.

60. Class Counsel or Counsel for the Law Firm Defendants shall serve and file any Objections no later than 14 days before the hearing on the Final Approval Order and Judgment (“Fairness Hearing”).

61. In the Objection, an objecting Class member must: (i) set forth his/her full name, current address, and telephone number; (ii) set forth a statement of the position the objector wishes to assert, including the factual and legal grounds for the position; and (iii) provide copies of all documents that the objector wishes to submit in support of his/her position.

62. Any Class member who does not strictly comply with these objection procedures and those specified in the Notice shall not be permitted to object to the class settlement.

63. Class Counsel and/or Counsel for Law Firm Defendants may file a response to any Objection.

64. Subject to approval of the Court, any objecting Class member may appear at the Fairness Hearing, in person or through counsel, to show cause why the proposed class settlement should not be approved as fair, adequate, and reasonable.

VIII. ATTORNEYS’ FEES, COSTS & SERVICE PAYMENTS

65. Pursuant to the Escrow Agreement, within 5 business days of execution of the Settlement Agreement, the Law Firm Defendants or their insurer shall deliver

a check for \$100,000 to Class Counsel for attorney's fees, costs and expenses. Class Counsel may release said funds to themselves from escrow 5 business days after the Effective Date has passed.

66. Any fee awards and service payments payable hereunder and approved by the Court shall be in complete satisfaction of any and all claims for such attorneys' fees, service payments, and costs under state or federal law that the Class Plaintiffs, the Class Members, or Class Counsel have or may have against Defendants and the Released Parties arising out of the Action or in connection with the negotiation and preparation of this Settlement Agreement.

67. The Parties shall not be responsible for attorneys' fees, costs, or expenses of any kind incurred by settlement Class Members who submit Objections to the Class Settlement or who exclude themselves from the Settlement Class.

IX. BINDING EFFECT

68. Upon the Effective Date of Settlement, this Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Released Parties, and their representatives, heirs, successors, and assignees.

69. This Settlement Agreement and its attachments shall constitute the entire agreement of the Parties. This Settlement Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

70. All of the attached exhibits are incorporated into this Settlement Agreement by reference.

X. EXECUTION AND MODIFICATION

71. This Settlement Agreement may be executed in counterparts by the Parties, and a facsimile or emailed scanned signature shall be deemed an original signature for purposes of this Settlement Agreement.

72. The Settlement Agreement shall not be subject to any change, modification, amendment, or addition, nor can any provisions be waived, without the express written consent of Class Counsel and Counsel for Law Firm Defendants.

73. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Law Firm Defendants and Class Counsel, on behalf of the Class Plaintiffs and the Class Members, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included this Settlement Agreement.

XI. TERMINATION

74. This Settlement Agreement is contingent upon Court approval. If the Preliminary Approval Order or the Final Approval Order and Judgment is not

obtained from the Court in the form contemplated by this Settlement Agreement and its proposed orders, or the Final Order and Judgment is reversed or modified on appeal, and either the Class Plaintiffs or the Law Firm Defendants so elect, this Settlement Agreement shall be null and void and have no further force and effect with respect to any of the Parties in the Action.

75. The canceling and terminating Party may make such election only by furnishing written notice of an intent not to proceed with the terms and conditions of this Settlement Agreement to the other Party within 15 calendar days of the event forming the basis for the election to terminate. In the event of such an election, this Settlement Agreement and all negotiations, proceedings, documents, and related statements shall be without prejudice to the Parties, shall not be deemed an admission by any Party of any matter, and shall not be used for any purpose. All Parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court, and without prejudice to the Parties' rights to either request or oppose class certification.

XII. OTHER TERMS AND CONDITIONS

76. This Settlement Agreement, and all contractual rights and obligations provided for therein shall be construed under and governed by the laws of the State of Georgia, without reference to Georgia's choice of law principles.

77. The Court shall retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any and all matters arising out of, or relating to, the interpretation or implementation of the Final Approval Order and Judgment.

78. The Parties and their counsel have negotiated and fully reviewed the terms of this Settlement Agreement. The rule that any uncertainty or ambiguity in this contract will be construed against the drafter shall not apply to the construction of this Settlement Agreement by a court of law or any other adjudicating body of this Settlement Agreement.

79. The Parties will jointly request to stay all proceedings in the Action until entry of the Final Approval Order and Judgment. The stay of proceedings shall not prevent the filing and service of any motions, affidavits, and other papers necessary to obtain approval of this Settlement Agreement.

80. Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to Class Counsel or the Law Firm Defendants, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Class Counsel:

Daniel A. Schlanger
Evan S. Rothfarb
Schlanger Law Group LLP
9 East 40th St., Suite 1300
New York, NY 10016

As to the Law Firm Defendants:

Kathryn S. Whitlock
Hawkins Parnell Thackston & Young, LLP
303 Peachtree Street, N.E. Suite 4000
Atlanta, GA 30308-3243

With a copy to:
Daniel F. Konicek
Konicek & Dillon, P.C.
21 West State Street
Geneva, IL 60134

81. Unless otherwise indicated herein, where any Party's exercise of any right under this Settlement Agreement requires written notice, the Party shall serve such written notice by First-Class U.S. Mail, postage paid, or any method that is at least as reliable and timely as First-Class U.S. Mail.

XIII. NO ADMISSION OF LIABILITY, ETC.

82. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed

to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind whatsoever.

83. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Class Plaintiffs, the Class Members, Class Counsel, or anyone else.

XIV. COLLATERAL ATTACK AND RES JUDICATA

84. To the extent permitted by law, this Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Judgment is entered. To the extent permitted by law, such prohibited collateral attacks shall include but are not limited to claims that the procedures for claims administration were incorrect, or that the Class Members failed for any reason to receive timely notice of the procedure for submitting a Claim Form or disputing the calculation of his or her individual distribution.

85. To the extent permitted by law, the Settlement Agreement and/or Judgment may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be

instituted, prosecuted or attempted in breach of this Agreement. The Defendants may file this Settlement Agreement and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XV. NON-EVIDENTIARY USE

86. Except as provided herein, neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, Class Members, or their respective counsel in the Lawsuit or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the settlement and this Agreement.

XVI. EXTENSIONS OF TIME

87. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

XVII. NON-DEFAMATION

88. The Class Plaintiffs hereby agree to refrain from posting on the Internet or social media about the Law Firm Defendants and/or their handling of the Class Plaintiff State Court Actions.

[Signature blocks on next page]

LAW OFFICES OF E. TALLEY
GRAY

/s/E. Talley Gray

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3449-E Lawrenceville Suwanee Road
Suwanee, Georgia 30024
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talleygray@gmail.com

Counsel for Plaintiffs

HAWKINS, PARNELL
THACKSTON & YOUNG, LLP

/s/Kathryn S. Whitlock

Kathryn S. Whitlock
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303 Peachtree Street, N.E.
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Atlanta, Georgia 30308
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Counsel for Defendants

*Sherwin P. Robin & Associates, P.C.,
Sherwin P. Robin, and Sara G. Robin*

*With regard to all payment
obligations set forth herein,*

KONICEK & DILLON, P.C. on
behalf of BERKLEY INSURANCE
COMPANY

/s/Daniel Konicek

Daniel Konicek

Admitted Pro Hac Vice

Michael J. Corsi

Admitted Pro Hac Vice

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Exhibit A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

Craig Thomas and Louanne O'Quinn
(formerly known as Louanne O. Weller),
*on behalf of themselves and all others
similarly situated,*

Plaintiffs,

v.

Sherwin P. Robin & Associates, P.C.,
Sherwin P. Robin, Sara G. Robin, Cavalry
SPV I, LLC, and Cavalry Portfolio
Services, LLC¹

Defendants.

Civil Action File No.
16-CV-2529-AT-AJB

**[PROPOSED] PRELIMINARY ORDER APPROVING SETTLEMENT,
DIRECTING NOTICE TO CLASS MEMBERS
AND SCHEDULING FAIRNESS HEARING**

¹ Pursuant to ECF Doc. ____, this action was previously dismissed without prejudice as to Cavalry SPV I, LLC and Cavalry Portfolio Services, LLC ("the Cavalry Defendants") by stipulation. Pursuant to that stipulation, in the event that a Final Order approving this Settlement is not entered in this action, the dismissal of the Cavalry Defendants shall become null and void. Conversely, upon entry of a Final Order approving this Settlement, the dismissal shall be with prejudice.

THIS MATTER presented for hearing before the Honorable Amy Totenberg, United States District Judge, in order for this Court to conduct a preliminary hearing to determine whether the proposed Settlement Agreement and Release of Claims dated September 23, 2018 (“Settlement Agreement”) between Plaintiffs Craig Thomas and Louanne O’Quinn (collectively “Plaintiffs”) and the Sherwin P. Robin & Associates, P.C., Sherwin P. Robin and Sara G. Robin (collectively the “Law Firm Defendants”) is fair, reasonable and adequate, to provisionally certify the Settlement Class, to address the appointment of Class Counsel and Class Representative, and to schedule a Fairness Hearing;

AND THE COURT, having read and considered the Settlement Agreement and other papers submitted by counsel for the parties, having reviewed and considered the parties Joint Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the memorandum of law in support thereof and the declarations and exhibits attached thereto, oral arguments of counsel presented to the Court, and all papers filed and proceedings had herein, and for good cause appearing, the Court finds the following:

1. The settlement before the Court is between Plaintiffs, the Class Members in the class proposed to be certified for settlement purposes, and the Law Firm Defendants. The Cavalry Defendants, who are not a party to the Settlement

Agreement were dismissed by separate stipulation dated ____, with said dismissal to become null and void only in the event this Settlement is not approved.

2. Defendants have denied any and all liability alleged in the Amended Complaint.

3. As a result of arm's-length negotiations over an extended period, Class Counsel and Law Firm Defendants' Counsel reached a settlement on behalf of Plaintiffs and the Law Firm Defendants that provides, among other relief, monetary relief to the Class Members.

4. Plaintiffs and Law Firm Defendants now request preliminary approval of a Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3).

NOW, THEREFORE IT IS HEREBY ORDERED THAT:

5. The Motion for Preliminary Approval of the proposed settlement is GRANTED and Plaintiffs and Law Firm Defendants are hereby ordered to comply with the schedule as set forth in this Order.

6. The Court has jurisdiction over the subject matter of this matter and over Plaintiffs and all Defendants in this action.

7. Law Firm Defendants have complied with the obligation to serve written notice of the proposed class settlement to the appropriate governmental

representatives pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and the terms of the Settlement Agreement.

8. Pursuant to Fed. R. Civ. P. 23(b)(3), the following Settlement Class is preliminarily certified for purposes of final settlement:

Settlement Class:

- i. Natural persons;
- ii. who have been defendants in state court consumer collection lawsuits filed in Georgia;
- iii. in which Sherwin P. Robin & Associates, P.C. was counsel to the state court plaintiff or represented the state court plaintiff in judgment enforcement proceedings;
- iv. in which either Cavalry SPV I, LLC or Cavalry Portfolio Services, LLC was the state court plaintiff or an assignee of state court plaintiff;
- v. in which judgment was taken against the state court defendant;
- vi. in which subsequent to the taking of judgment, Defendants herein filed an Affidavit of Garnishment which identified, as the interest to be collected, interest calculated on the basis of the judgment date plus some number of days after the garnishment was filed; and
- vii. in which such interest was sought, collected and or attempted to be collected within one year of the filing of the initial Complaint in the instant action through preliminary class certification.

9. The following people who otherwise meet the Settlement Class definition are hereby excluded:

- i. anyone employed by counsel for Plaintiffs in this action; and
- ii. any Judge to whom this case is assigned, as well as his or her immediate family and staff.

10. The Court finds that, for the purpose of this Settlement (and without prejudice to any party in the event final approval is not granted), the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a class action is an appropriate method for resolving the disputes in this litigation. Specifically, the Court finds that the Settlement Class satisfies the prerequisites for class certification under Rule 23 in that:

- a. The members of the above defined class are so numerous that joinder of all members is impracticable.
- b. There are questions of law and fact common to the Settlement Class.
- c. The claims of the Class Representatives (appointed below) are typical of the claims of the Settlement Class.
- d. The Class Representatives fairly and adequately represents the interests of the Settlement Class. There are no conflicts of interest between the Class Representatives and members of the Settlement Class.
- e. Questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the class.
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of this controversy.

11. The Court finds that the Settlement, on the terms and conditions set forth in the Settlement Agreement attached hereto as **Exhibit 1**, is fundamentally fair, reasonable, adequate and is in the best interests of the Class Members, especially in

light of the benefits achieved on behalf of them; the risk and delay inherent in litigation; and the limited amount of any potential recovery that could be shared by the Class Members.

12. Pursuant to Fed. R. Civ. P. 23(a)(4) (and without prejudice to any party in the event final approval is not granted), the Court finds that Plaintiffs Craig Thomas and Louanne O'Quinn fairly and adequately represent and protect the interests of the Settlement Class and appoints them as Settlement Class Representatives.

13. Pursuant to Fed. R. Civ. P. 23(g) (and without prejudice to any party in the event final approval is not granted), the Court appoints Daniel A. Schlanger and Evan S. Rothfarb of Schlanger Law Group LLP and E. Talley Gray of the Law Offices of E. Talley Gray to serve as Settlement Class Counsel. They have investigated the claims, prosecuted the case, negotiated a fair and reasonable settlement, and have the experience, knowledge, and resources to represent the Settlement Class.

14. The Settlement Agreement provides in part for the Law Firm Defendants or their insurer to (1) provide monetary relief to each Class Member who does not exclude himself or herself from the Settlement; (2) pay the costs of administering the settlement; (3) pay reasonable attorneys' fees, costs and expenses; and (4) pay

an amount to the Class Representatives as service payment and for a release of his individual claims, as provided by the Settlement Agreement.

15. The Court approves Heffler Claims Group as the Settlement Administrator. The Settlement Administrator shall be responsible for administering the Settlement according to the terms set forth in the Settlement Agreement and as Ordered herein.

16. Pursuant to the procedures set forth in Paragraphs 37 through 41 of the Settlement Agreement, the Law Firm Defendants provided Plaintiffs with a verified class list, R4 reports for each of the first 50 class members alphabetically appearing on the verified class list, a judgment and affidavit of garnishment for each of the 50 class members in the verified class list and a declaration or affidavit confirming that no improper interest (as alleged by Plaintiffs in their Amended Complaint but without admission as to those allegations by Defendants) has been collected from any of the Class Members. The Parties have agreed that 751 consumers disclosed in the verified class list are Class Members (inclusive of the two Class Representatives).

17. The costs of administering the Settlement, including but not limited to, printing the Notice, updating the database and mailing the Notice and, thereafter, issuing and mailing the settlement checks shall be covered by the Law Firm

Defendants or their insurer and paid by the Law Firm Defendants or their insurer pursuant to the terms of the Settlement Agreement.

18. The Court finds that the first-class mailing of the proposed form of Settlement Class Notice attached hereto as **Exhibit 2** in the manner set forth herein and in the Settlement Agreement is the best notice practicable under the circumstances, consistent with due process of law, and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Fed. R. Civ. P. 23. The Court finds that mailing of class notice is the only notice required and that such notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23(c)(2)(B).

19. The Settlement Administrator shall cause the Notice to be mailed to all Class Members in accordance with the terms of the Settlement Agreement in substantially the same form as **Exhibit 2**, by no later than [___].

20. The Notice shall clearly state the procedures and deadlines for an individual to opt out of the class or to object to the Settlement.

21. By no later than sixty (60) days following the date of this Order, the Settlement Administrator shall provide to Class Counsel and counsel for the Defendants one or more declarations attesting to compliance with the terms of this Order and the Settlement Agreement, including declarations stating that it properly

mailed the Notice in accordance with the terms of this Order and as required by the Settlement Agreement and maintained a settlement website as provided for in the Settlement Agreement.

22. The moving parties shall file the Settlement Administrator's declaration with the application for Final Approval.

23. Objections not conforming to the requirements set forth in the Notice shall be stricken and shall not be considered or heard by this Court. Requests for exclusion from the class not conforming to the requirements set forth in the Notice shall be deemed inadequate and shall not serve to exclude any individual from the class.

24. The parties have agreed that the Law Firm Defendants or their insurer shall pay Class Counsel's fees and costs in the amount of \$100,000.00. The Court finds this amount to be fair and reasonable under applicable law, including 15 U.S.C. § 1692k and lodestar jurisprudence more generally.

25. A Fairness Hearing shall be held before this Court at _____, on _____ [INSERT A DATE NOT SOONER THAN 110 DAYS AFTER ENTRY OF THIS ORDER] in Courtroom [___] at the United States District Court, Northern District of Georgia, Atlanta Division, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW,

Atlanta, GA 30303, on the proposed Settlement including: (a) whether to grant final approval to the Settlement as fair, reasonable, and adequate and issue an Order dismissing the Complaint with prejudice; (b) whether the parties' agreement regarding the process to determine Class Counsel's attorneys' fees and costs is fair and reasonable and (c) whether to approve the service payment to Plaintiffs. This hearing may be adjourned to a later date without further or prior notice by oral announcement by the Court or by written order.

26. Any Member of the Settlement Class may appear, in person or through counsel (at their own expense), at the aforementioned Fairness Hearing and be heard in support of or in opposition to the fairness, reasonableness and adequacy of the proposed Settlement, award of counsel fees, reimbursement of costs and expenses, and Class Representatives service fee provided, however, that no person shall be heard in opposition to the proposed Settlement or the award, and no paper or brief submitted by such person shall be received or considered by the Court unless such person has timely filed with the court a written objection and sent a copy to the Settlement Administrator in the manner described in the Notice.

27. In the event that the Settlement Agreement is not approved by the Court, or if approval of the Settlement Agreement, including the entry of the Order for Preliminary Approval or the Final Order and Judgment, is reversed or modified on

appeal (except for the modification of any attorney's fee award), or any one of the conditions precedent set forth in the Settlement Agreement is not met, then the Order for Preliminary Approval and the Final Order and Judgment, including, but not limited to, the conditional class certification entered to effectuate this Agreement, and all findings of fact and conclusions of law therein, shall be automatically dissolved *ab initio* without further order of the Court, and become null and void and of no force and effect, and in such event all *status quo ante* rights of the Defendants to, among other things, (i) oppose any subsequent efforts by Plaintiffs to certify this action as a class action, and (ii) all other defenses, rights, and positions shall in all respects be unaffected and preserved as shall those rights of Plaintiffs and all Class Members.

IT IS SO ORDERED.

Date: _____

**Hon. Amy Totenberg
United States District Judge**

Exhibit B

This Notice Was Authorized by the United States District Court for the Northern District of Georgia, Atlanta Division. This is not a solicitation from a lawyer.

**Notice of Proposed Class Action Settlement
and Fairness Hearing
You May Include Yourself in a
Class Action Settlement
and Receive a Check for \$65.00**

Thomas, et al., v. Sherwin P. Robin and Associates, P.C., et al.
United States District Court, Northern District of Georgia, Atlanta Division
Case No.: 1:16-cv-02529-AT-AJB

- ▶ This is a Notice to inform you about a proposed settlement (the “Settlement”) in a class action lawsuit brought against Sherwin P. Robin and Associates, P.C.; Sherwin P. Robin; Sara G. Robin; Cavalry SPV I, LLC; and Cavalry Portfolio Services, LLC (the “Defendants”) related to interest rate calculations that appeared in Affidavits of Garnishment and documents concerning consumers as related to certain state court collection actions.

- ▶ Unless you opt out, you will be included as a Class Member and you will therefore be a party to the Settlement.

- ▶ This Notice describes the Settlement and informs you of your rights.

- ▶ Please carefully read the entire Notice. If you take no action, you WILL be included in the Settlement and will receive its benefits, including a check for \$65.00.
 - If you do not wish to be included in the Settlement, you must follow the procedures stated in response to Question 10 below no later than [XXXXXX].
 - If you wish to be included as a Class Member but to object to the terms of the Settlement, you must follow the procedures stated in response to Question 11 below no later than [XXXXXX].
 - If you do nothing, you will automatically be included as a Class Member and will receive the benefits of the Settlement.

Basic Information	PAGES 3-4
1. What is this lawsuit about?	
2. What is a class action and who is involved?	
3. Why did I get this Notice?	
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The Claims in the Lawsuit	PAGE 4
5. What did the Plaintiffs ask for?	
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The Terms of the Settlement	PAGES 5-6
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8. What claims are released if I participate in the Settlement?	
Your Rights and Options	PAGES 6-7
9. How do I participate in the Settlement?	
10. What if I want to exclude myself from the Settlement?	
11. What if I wish to object to the terms of the Settlement?	
12. What is the difference between objecting to the Settlement and not including myself from the Class?	
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Basic Information

1. What is this lawsuit about?

This lawsuit concerns Plaintiffs' allegations that the Defendants committed violations of the Fair Debt Collection Practices Act (FDCPA) by overstating the amount of post-judgment interest owed by consumers in documents the Defendants filed with courts and sent to consumers and third parties. Defendants have denied these allegations.

Counsel for all parties have conducted an extensive investigation into the relevant facts and law underlying plaintiffs' claims, and have concluded that a settlement is in the best interest of all parties, including Plaintiffs and the Settlement Class.

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

In a class action lawsuit, a person called a "Class Representative" files a lawsuit on behalf of himself/herself and others who have similar claims. In this case, Mr. Thomas and Ms. O'Quinn are the "Class Representatives" or the "Plaintiffs." Together, the people with similar claims will, unless they opt out, be "Class Members" who will be bound by the Settlement. Since each Class Member has the same or similar claims against the Defendants, one court action can resolve the issues for everyone in the Settlement Class. In this case, the parties have identified 749 persons who will be sent this Notice and will be provided an opportunity to include themselves in the Settlement.

3. Why did I get this Notice?

You received this Notice because available records show that you are one of the consumers against whom the Defendants filed court documents or about whom Defendants prepared documents which included post-judgment interest calculations in amounts that Plaintiffs claim were at rates in excess of that which were permitted under Georgia law. As a result, unless you opt out, you will be included as a Class Member and be subject to the terms of the Settlement as described in response to Questions 7 and 8 below.

Specifically, individuals will be included as Class Members absent a specific request to the contrary if they meet the following definition:

Settlement Class:

- i. Natural persons; and
- ii. who have been defendants in state court consumer collection lawsuits filed in Georgia; and
- iii. in which Sherwin P. Robin & Associates, P.C. was counsel to the state court plaintiff or represented the state court plaintiff in judgment enforcement proceedings; and
- iv. in which either Cavalry SPV I, LLC or Cavalry Portfolio Services, LLC was the state court plaintiff or an assignee of state court plaintiff; and
- v. in which judgment was taken against the state court defendant; and

- vi. in which subsequent to the taking of judgment, Defendants herein filed an Affidavit of Garnishment which identified, as the interest to be collected, interest calculated on the basis of the judgment date plus some number of days after the garnishment was filed; and
- vii. in which such interest was sought, collected and or attempted to be collected within one year of the filing of the initial Complaint in the instant action through preliminary class certification.

The following people who otherwise meet the Settlement Class definition are hereby excluded:

- i. anyone employed by counsel for Plaintiffs in this action; and
- ii. any Judge to whom this case is assigned, as well as his or her immediate family and staff.

4. Why is there a Settlement?

Both sides agreed to a settlement before going to trial in order to avoid the costs and uncertainties of litigation. The Class Representative and counsel for the class (“Class Counsel”) believe the Settlement is in the best interest of all Class Members.

The Claims in the Lawsuit

5. What did the Plaintiff ask for?

Plaintiffs filed a claim under the Fair Debt Collection Practices Act, 15 U.S.C. Sec. 1692, et. seq. seeking statutory and actual damages, a declaration that the interest rate calculations by Defendants with respect to the Affidavits of Garnishment were unlawful, attorney’s fees and costs.

6. Who is representing the Class Members in this case?

The Court appointed the following firms as “Class Counsel” to represent the Class:

Schlanger Law Group LLP
9 East 40th Street, Suite 1300
New York, NY 10016
(212) 500-6114

Law Offices of E. Talley Gray
3449-E Lawrenceville Suwanee Road
Suwanee, GA 30024
(678) 428-4868

These attorneys are experienced in handling class actions. You will not be charged for their services. You may hire your own attorney to represent you in this matter. If you want to be represented by your own lawyer, you will be responsible for paying his or her fees.

The Terms of the Settlement

7. What is the proposed settlement?

Each person who does not opt out of the Settlement will be releasing claims, as described in response to Question 8, in exchange for the following relief:

A. Mail You a Check for \$65.00

If the Settlement becomes final, each Class Member who does not opt out will receive a check in the amount of \$65.00.

B. Pay the Cost of Administering the Settlement

Sherwin P. Robin and Associates, P.C., Sherwin P. Robin and Sara G. Robin (“Law Firm Defendants”) or their insurer will pay all costs of administering the Settlement, including the fees and costs of the Settlement Administrator in sending out this Notice. If any checks remain uncashed, the remaining funds will be distributed to a non-profit organization that does work on behalf of consumers.

C. Pay Attorney’s Fees and Costs

The Law Firm Defendants have agreed to pay Class Counsel’s reasonable attorneys’ fees and expenses incurred in connection with this litigation, in the amount of \$100,000, subject to Court approval. This payment will not reduce the benefits to each Class Member.

D. Pay an Incentive Award to the Class Representative

The Law Firm Defendants will pay Mr. Thomas and Ms. O’Quinn each \$1,000 in exchange for their release of individual claims and each \$3,500 as a service payment in recognition of their efforts on behalf of the Class. The consumer collection lawsuits against Mr. Thomas and Ms. O’Quinn will be dismissed.

8. What claims are released if I participate in the Settlement?

Class Members who do not opt out will not be able to sue, or continue to sue, the Defendants as part of any other lawsuit about the same legal claims that are the subject of this lawsuit. If you join the Settlement Class, you will be legally bound by all of the Orders this Court issues and judgments this Court makes in the Settlement.

Under the Settlement Agreement, each Class Member who does not opt out will be bound by the following release of claims:

Each Settlement Class Member, except for the two named plaintiffs, releases and discharges Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, Sara G. Robin, Cavalry SPV I, LLC and Cavalry Portfolio Services, LLC, including their respective affiliates, employees, agents, attorneys and insurers, from any and all claims, whether under the Fair Debt Collections Practices Act or any other state, federal or local statute or at common law, relating to calculation of post-judgment interest amounts as set forth in any affidavit of garnishment or similar post-judgment instrument, as well as any and all claims that collection or attempted

collection of those amounts is unlawful due to the manner in which said amounts were calculated.

Nothing herein shall be deemed to release claims other than those that, per the Settlement Class Definition, involve Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, or Sara G. Robin as counsel for the state court plaintiff/judgment creditor and, in addition, involve one or more of Cavalry SPV I, LLC or Cavalry Portfolio Services, LLC as plaintiff(s)/state court judgment creditor(s) in the Georgia state court action in which judgment sought to be collected has been taken.

Notwithstanding the foregoing, nothing herein shall be construed to release, waive or otherwise limit (a) any Settlement Class member's defense(s) to any of the judgments of Cavalry SPV I, LLC or Cavalry Portfolio Services, LLC or (b) Cavalry SPV I, LLC's or Cavalry Portfolio Services, LLC's ability to enforce the judgments.

If you opt out of the Settlement, you will not release any claims. However, there is no guarantee that anyone who opts out of the settlement will have any viable claims or receive any compensation.

Your Rights and Options

9. How do I participate in the Settlement?

You do not need to do anything to be included in the Settlement. Inclusion is automatic and you will be included, and receive \$65.00, unless you specifically request to opt out as described in response to Question 10 below.

10. How do I opt out of the Class?

If you do not want to be included as a Class Member, you must submit a written request for exclusion. The request for exclusion **must** (1) set forth your full named and current address and (2) specifically state your desire not to be included as a Class Member.

Your request for exclusion must be sent by First-Class U.S. Mail, postage paid, to the following address: _____. Your letter must be postmarked on or before [date not less than 60 days from the date of the Notice].

If you choose not to be included as a Class Member, you will not enjoy any of the benefits of the Settlement described in response to Question 7 above. You also will not be permitted to object to the terms of the Settlement, as described in response to Questions 11 and 12 below.

Any person who falls within the definition of a Class Member stated in response to Question 4 above, but who does not submit a request for exclusion in complete accordance with these requirements, will be included as Class Member and shall be bound by the terms of the Settlement.

11. What if I object to the terms of the Settlement?

Objecting is telling the Court that you do not approve of the Settlement or that you dislike the Settlement. Any Class member who wishes to object to the Settlement must send a written objection (“Objection”) to the Settlement Administrator by First-Class U.S. Mail, postage paid, to the following address _____.

An objection must be postmarked no later than [date no less than 60 days after date of the Notice].

The objection must set forth: (1) your full name, current address and telephone number; (2) a statement of the position you wish to assert in opposition to the Settlement, including any factual or legal grounds for the position; and (3) you must provide copies of all documents you wish to submit in support of your position.

Any person who does not strictly comply with these procedures will not be permitted to object to the Settlement.

Any objector may appear at the Fairness Hearing on _____ in person or through counsel, to show cause why the Settlement should not be approved as fair, adequate, or reasonable.

12. What is the difference between objecting to the settlement and not joining the Settlement Class?

If you choose to opt out you are not a Class Member. If you are not a Class Member, then you cannot object to the Settlement. You may not object and then exclude yourself from the class. You may not exclude yourself from the class and then object.

13. What will happen at the Fairness Hearing?

At the Fairness Hearing, presently scheduled for _____ on _____, 2018, Judge Totenberg will hear arguments on whether the settlement is fair, reasonable, and adequate and whether it should be given final approval. The Judge will also consider any objections, determine whether Class Counsel’s requested attorneys’ fees and expenses are reasonable, and whether payment of the Class Representative’s service fee and enlarged statutory damages for the Class Representatives should be approved. Unless you wish to object to the settlement, **you are not required to attend the Fairness Hearing**. You are welcome to attend at your own expense. The Court may adjourn the Fairness Hearing without further written notice to Class Members.

14. How will I know if the settlement is approved?

If the Court approves the settlement, the final approval order will be made available at this website: www.XXXXXX. You may also contact Class Counsel.

Additional Information

15. How may I obtain more information about the case?

Do not contact the judge or the Clerk of Court for legal questions or advice. You may obtain copies of the complaint and other documents filed in this lawsuit from the Clerk of the Court,

United States District Court, Northern District of Georgia, Atlanta Division, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303, during regular business hours. You will need to provide the name of the lawsuit and the case number: *Thomas, et al. v. Sherwin P. Robin & Associates, P.C., et al.*, Case No. **1:16-cv-02529**. You can also obtain documents filed with the Court in this case through the website www.pacer.gov, which requires registration and charges a small fee. You may also contact Class Counsel at the addresses listed in the answer to Question 6 above.

16. What if my address changes?

If your address has changed, or changes in the future, you should send your new address and telephone number to Heffler Claims Group, the company selected to mail Notices and settlement checks to the Settlement Class members, at this address: [__]

THIS NOTICE WAS APPROVED BY THE UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION.

/s/ _____

Exhibit C

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

Craig Thomas and Louanne O’Quinn
(formerly known as Louanne O. Weller),
*on behalf of themselves and all others
similarly situated,*

Plaintiffs,

v.

Sherwin P. Robin & Associates, P.C.,
Sherwin P. Robin, Sara G. Robin, Cavalry
SPV I, LLC, and Cavalry Portfolio
Services, LLC¹

Defendants.

Civil Action File No.

16-CV-2529-AT-AJB

FINAL ORDER AND JUDGMENT

This matter comes before the Court on the joint request of Plaintiffs CRAIG THOMAS AND LOUANNE O’QUINN and a class of persons similarly situated who have not opted out of the class (collectively, “Class Members”), and all

¹ Pursuant to ECF Doc. ____, this action was previously dismissed without prejudice as to Cavalry SPV I, LLC and Cavalry Portfolio Services, LLC (“the Cavalry Defendants”) by stipulation.

Defendants for final approval of the Settlement Agreement dated June __, 2018 (the “Settlement Agreement”).

The Fairness Hearing having been held before the Court on the ___ day of _____, and due deliberation having been had thereon, and the Court, having read and considered (i) the Settlement Agreement and all the papers attached thereto filed by Class Counsel, (ii) the Memorandum and the declarations submitted in support of the application for entry of this Final Order and Judgment, (iii) the oral arguments of counsel presented to the Court, if any, and (iv) all papers filed and proceedings had herein; and for good cause appearing, the Court finds the following:

1. On _____, 2018, the Court preliminarily approved the Settlement, certified this case as a class action for settlement purposes, appointed a Settlement Administrator, approved Plaintiffs as Settlement Class Representatives, and Plaintiffs’ attorneys as Class Counsel. The defendants to this action were Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, Sara G. Robin, Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC (collectively “Defendants”), but Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC have been dismissed without prejudice.

2. The Class was defined as:

Settlement Class:

- i. Natural persons;
- ii. who have been defendants in state court consumer collection lawsuits filed in Georgia;
- iii. in which Sherwin P. Robin & Associates, P.C. was counsel to the state court plaintiff or represented the state court plaintiff in judgment enforcement proceedings;
- iv. in which either Cavalry SPV I, LLC or Cavalry Portfolio Services, LLC was the state court plaintiff or an assignee of state court plaintiff;
- v. in which judgment was taken against the state court defendant;
- vi. in which subsequent to the taking of judgment, Defendants herein filed an Affidavit of Garnishment which identified, as the interest to be collected, interest calculated on the basis of the judgment date plus some number of days after the garnishment was filed; and
- vii. in which such interest was sought, collected and or attempted to be collected within one year of the filing of the initial Complaint in the instant action through preliminary class certification.

The following people who otherwise meet the Settlement Class definition are hereby excluded:

- i. anyone employed by counsel for Plaintiffs in this action; and
- ii. any Judge to whom this case is assigned, as well as his or her immediate family and staff.

3. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Counsel for Sherwin P. Robin & Associates, P.C., Sherwin P. Robin and Sara G. Robin (collectively “Law Firm Defendants”) served notices of the proposed settlement on the appropriate federal and state officials.

4. Pursuant to the Preliminary Approval Order dated ____ (Dkt. No. __), Notice was mailed to approximately ____ persons falling within the description of the Class in paragraph 1 above. Class Counsel and the Settlement Administrator have reported that ____ of the persons who received the notice chose to opt out of the class, leaving ____ Class Members who are parties to this Settlement.

5. Plaintiffs now request, and Defendants do not oppose, final approval of the Settlement.

6. The Court has read and considered the Settlement Agreement, the Motion and Declarations submitted in support thereof, the accompanying documents, and the record.

It is HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Granting of Motion for Final Approval. The Parties' Joint Motion for Final Approval of the proposed settlement is GRANTED and the Parties are hereby ordered to consummate the settlement according to the terms of the Settlement Agreement and as set forth in this Order.

2. Objections. The Court has considered the objections to approval of the Settlement Agreement and finds it to be without merit. The objections are therefore overruled. [OR "There were no objections timely or otherwise to the Settlement Agreement."]

3. Notice. The Court finds that the distribution of the Notice and posting of an explanatory website, as provided for in the Preliminary Approval Order, accurately informed all Persons within the definition of the Class of the material elements of the Settlement; fully complied with the Preliminary Approval Order; constituted the best notice practicable under the circumstances to all Persons within the definition of the Class; constituted valid, due and sufficient notice; and fully met the requirements of Federal Rule of Civil Procedure 23, any and all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law.

4. Final Approval. The Court finds that the Settlement is fair, reasonable, and adequate and satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, and accordingly, the Court provides final approval of the Settlement and directs that the Parties implement it, as follows:

A. The parties are directed to implement the settlement in accordance with its terms.

B. There being ___ Class Members as of the date of this Order, pursuant to the Agreement, the Court hereby dismisses with prejudice the Action, all claims contained therein, and all Released Claims against Released Parties, not including the claims of those persons opted out of the Settlement.

5. Costs. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

6. Settlement Amount to Plaintiff. For their efforts on behalf of the Class and to settle their individual claims, the named Plaintiffs, Craig Thomas and Louanne O'Quinn, are each awarded \$4,500 in accordance with the Settlement Agreement. The Law Firm Defendants or their insurer will pay the amount in the manner and time set forth in the Settlement Agreement.

7. Settlement Payment. Pursuant to the Settlement Agreement, the Law Firm Defendants or their insurer are to pay each member of the Settlement Class who did not opt out of the Settlement the amount of \$65.00 in the manner and time set forth in the Settlement Agreement.

8. Settlement Funds. The funds in the Settlement Fund remaining after the expiration date of the last mailed settlement check shall be distributed in the manner set forth in the Settlement Agreement.

9. Attorneys' Fees. The Court, having reviewed Class Counsel's contemporaneous time records, disbursement records and supporting Declarations filed on _____, and having considered the fact that Defendants do not oppose these fees and costs and that the parties' agreement with regard to fees and costs was

reached only after the monetary award for each Class Member was finalized and agreed upon, hereby approves attorneys' fees and costs in the amount of \$100,000.

10. Release and Discharge. Upon entry of this Order and final approval of the Settlement, Plaintiffs and each member of the Settlement Class will release claims as set forth in the Settlement Agreement.

11. Defendants' Denial of Liability. The Court notes that Defendants deny any liability to Plaintiffs or to any Class Member for any matter whatsoever. Neither the Final Judgment nor Settlement Agreement shall constitute an admission of liability by the Settling Parties of any liability or wrongdoing.

12. Dismissal of Complaint. Subject to the reservation of jurisdiction for matters discussed herein, the Complaint is hereby dismissed with prejudice as to the Law Firm Defendants, Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC.

13. Jurisdiction. The Court shall retain exclusive and continuing jurisdiction of the Action and all Parties to interpret and enforce the terms, conditions and obligations of this Settlement Agreement, including among other things: (i) supervising the implementation, enforcement, construction and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; (ii) supervising the administration and distribution of the relief to the Class Members and resolving any disputes that may arise with regard to any of the foregoing.

14. Entry of Judgment. In accordance with Rule 54(b) of the Federal Rules of Civil Procedure, the Court finds there is no just reason to delay entry of this Judgment and the Clerk of the Court is ordered to enter Final Judgment forthwith.

So Ordered this ____ day of _____, 2018.

HON. AMY TOTENBERG,
UNITED STATES DISTRICT JUDGE

Exhibit D

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

**CRAIG THOMAS and LOUANNE
O’QUINN (formerly known as Louanne
O. Weller), on behalf of themselves and all
others similarly situated,**

Plaintiffs,

v.

**SHERWIN P. ROBIN & ASSOCIATES,
P.C., SHERWIN P. ROBIN, SARA G.
ROBIN, CAVALRY SPVI, LLC and
CAVALRY PORTFOLIO SERVICES,
LLC,**

Defendants.

CIVIL ACTION FILE

NO. 1:16-cv-02529-AT-AJB

**STIPULATION AND ORDER DISMISSING CAVALRY SPVI, LLC and
CAVALRY PORTFOLIO SERVICES, LLC**

COME NOW plaintiffs Craig Thomas and Louanne O’Quinn, on behalf of themselves and all others similarly situated, (collectively “Plaintiffs”), by their counsel, and defendants Cavalry SPV I, LLC (“Cavalry SPVI”) and Cavalry Portfolio Services, LLC (“CPS”) (Cavalry SPVI and CPS are collectively referred to as the “Cavalry Defendants”) and defendants Sherwin P. Robin & Associates, P.C. (“Sherwin”), Sherwin P. Robin (“SPR”) and Sara G. Robin (“SGR”) (Sherwin, SPR and SGR are collectively referred to as the “Sherwin Defendants”) (Plaintiffs,

Cavalry Defendants and Sherwin Defendants are hereinafter collectively referred to as the “Parties”), by their counsel, and jointly represented to the Court that the parties have reached an agreement regarding the dismissal of the Cavalry Defendants.

More specifically, on or about November 16, 2017, the Parties jointly filed a “Stipulation Regarding Stay of Discovery and All Other Deadlines Pending Finalization of Settlement” that notified the Court that they have reached a tentative settlement that would resolve the matters in controversy among all parties (the “Class Settlement”). Subsequently, on September 23, 2018, Plaintiffs and the Sherwin Defendants executed a Class Action Settlement And Release Of Claims (“the Settlement”).

Pursuant to the Settlement, the Cavalry Defendants shall be dismissed from the action without prejudice prior to filing of the parties Joint Motion For Preliminary Approval, but shall be reinstated with no prejudice to any party in the event the Court does not grant final approval to the Settlement. Conversely, the parties have agreed that upon entry of a final order approving the Settlement, the Cavalry Defendants shall be dismissed with prejudice from the action.

In light of the foregoing, the Parties stipulate and agree as follows:

1. The Cavalry Defendants shall be dismissed without prejudice from this civil action while the Court is considering the Class Settlement and the Parties are effectuating that settlement.

2. Upon the entry of the Court's final approval of the Class Settlement, the Cavalry Defendants shall be dismissed with prejudice.

3. The statute of limitations on the claims that Plaintiffs have asserted against the Cavalry Defendants in this action is hereby tolled for the period starting with the entry of this Order and continuing through the date when the Court issues its final ruling on the Class Settlement.

4. Should this Court deny the final approval of the Class Settlement, the dismissal without prejudice effectuated by this Stipulation shall be deemed null and void and the action shall be fully reinstated as against the Cavalry Defendants without any further action necessary on the part of Plaintiffs.

5. Within twenty-one (21) days of the entry of this Order, Cavalry SPVI shall withdraw any garnishments relating to Craig Thomas' May 18, 2015 Consent Judgment with Cavalry SPVI.

6. Within twenty-one (21) days of the entry of this Order, Cavalry SPVI shall withdraw any garnishments relating to Cavalry SPVI's January 13, 2011 Default Judgment against Louanne O'Quinn.

7. Within twenty-one (21) days of this Court's final approval of the Class Settlement, Cavalry SPVI shall file in the appropriate state courts a stipulation (form and text to be agreed upon by and said stipulation to be executed by Cavalry Defendants and counsel for Plaintiffs) to vacate the aforementioned judgments and dismiss the actions underlying the aforesaid

judgments with prejudice. In the event that any such stipulation is rejected by the state court in which the aforementioned judgments were taken, Cavalry Defendants shall notify counsel for the Named Plaintiffs and shall request that the clerk mark the judgment satisfied.

8. Within twenty-one (21) days of this Court's final approval of the Class Settlement, the Cavalry Defendants shall request that the Credit Bureaus (every Credit Bureau that the Cavalry Defendants have reported to on Plaintiffs' subject accounts) delete the Cavalry Defendants' reporting of the trade lines associated with Plaintiffs' accounts referenced in the aforementioned judgments.

9. Upon final approval of the Class Settlement, the Cavalry Defendants and their counsel release Plaintiffs and Class Counsel from any and all claims and causes of action of every nature and description that were asserted or could have been asserted in connection with this litigation or settlement of this litigation and/or Plaintiffs' State Court Actions.

Based upon the above stipulation and agreement as well as the representations of the Parties, the Court **ORDERS** as follows:

1. The Cavalry Defendants are hereby: **DISMISSED WITHOUT PREJUDICE** from this civil action during the Court's consideration of the Class Settlement and during the time period when the Parties administer that settlement.

2. Once the Court has approved the Class Settlement and the Parties have fully administered that settlement, the dismissal of the Cavalry Defendants shall be a **DISMISSAL WITH PREJUDICE**.

3. In the event that the Court does not approve the Class Settlement and Plaintiffs desire to reassert their claim against the Cavalry Defendants in this action, the statute of limitations for Plaintiffs to reassert that claim shall be, and hereby is, **TOLLED** for the time period beginning with the entry of this Order through the date when the Court issues a ruling denying final approval of the Settlement.

4. Within twenty-one (21) days of the entry of this Order, Cavalry SPVI shall **WITHDRAW** any garnishments relating to Craig Thomas' May 18, 2015 Consent Judgment.

5. Within twenty-one (21) days of the entry of this Order, Cavalry SPVI shall **WITHDRAW** any garnishments relating to its January 13, 2011 Default Judgment against Louanne O'Quinn.

6. Within twenty-one (21) days of this Court's final approval of the Class Settlement, Cavalry SPVI shall file in the appropriate state courts a stipulation (form and text to be agreed upon by, and said stipulation to be executed by Cavalry Defendants and counsel for Plaintiffs) to vacate the aforementioned judgments and dismiss the actions underlying the aforesaid judgments with prejudice. In the event that any such stipulation is rejected by

the state court in which the aforementioned judgments were taken, Cavalry Defendants shall notify counsel for the Named Plaintiffs and shall request that the clerk mark the judgment satisfied.

7. Within twenty-one (21) days of this Court's final approval of the Class Settlement, the Cavalry Defendants shall **REQUEST** that the Credit Bureaus (every Credit Bureau that the Cavalry Defendants have reported to on Plaintiffs' subject accounts) delete the Cavalry Defendants' reporting of the trade lines associated with Plaintiffs' accounts referenced in the aforementioned judgments.

8. Upon final approval of the Class Settlement, the Cavalry Defendants and their counsel **RELEASE** Plaintiffs and Class Counsel from any and all claims and causes of action of every nature and description that were asserted or could have been asserted in connection with this litigation or settlement of this litigation and/or the Plaintiffs' State Court Actions.

The Clerk of the Court is hereby **DIRECTED** to send a copy of this Order to all counsel of record at the addresses below.

DATED: _____

HON. AMY TOTENBERG,
UNITED STATES DISTRICT JUDGE

STIPULATED AND AGREED TO BY:

LAW OFFICES OF E. TALLEY
GRAY

/s/E. Talley Gray

E. Talley Gray
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Counsel for Defendants,
Sherwin P. Robin & Associates, P.C.,
Sherwin P. Robin, and Sara G. Robin

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/s/Robert Franklin Springfield

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Counsel for Defendants,
Cavalry SPV I, LLC and Cavalry
Portfolio Services, LLC

Exhibit E

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

CRAIG THOMAS and LOUANNE O’QUINN,)	
on behalf of themselves and all others)	
similarly situated,)	Civil Action File No.
)	1:16-cv-02529-AT-AJB
Plaintiffs,)	
)	
vs.)	
)	
SHERWIN P. ROBIN & ASSOCIATES, P.C.,)	
SHERWIN P. ROBIN, SARA G. ROBIN,)	
CAVALRY SPV I, LLC, and CAVALRY)	
PORTFOLIO SERVICES, LLC,)	
)	
Defendants.)	

ESCROW AGREEMENT PURSUANT TO PENDING SETTLEMENT

This Escrow Agreement Pursuant to Pending Settlement (“Escrow Agreement”) is entered into on this 26th day of September, 2018, by and between Schlanger Law Group, LLP, on behalf of Plaintiffs, individually and as representatives of the proposed Settlement Class, on the one hand, and Konicek & Dillon, P.C. and Berkley Insurance Company on behalf of the Law Firm Defendants Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, and Sara G. Robin on the other hand.

I. RECITALS

A. The direct parties to the above captioned matter, with the exclusion of Cavalry SPV I, LLC and Cavalry Portfolio Services, LLC, have entered into/will enter into a Settlement Agreement and Release of Claims related to the above captioned matter (the “Settlement Agreement”).

B. All defined terms in the Settlement Agreement shall have the same force and effect in this Escrow Agreement.

C. The Settlement Agreement is contingent on obtaining preliminary approval and final approval from the United States District Court for the Northern District of Georgia, Atlanta Division (“the Court”).

D. Pursuant to the Settlement Agreement, and upon final approval from the Court, the Law Firm Defendants or their insurer shall be required to pay the following amounts which are the subject of this Escrow Agreement:

- \$48,685.00 as statutory damages on a checks sent basis, resulting in a payment of \$65.00 to each member of the Settlement Class except for the Class Plaintiffs (par. 45 of the Settlement Agreement);
- \$1,000 to each of the (two) Class Plaintiffs as statutory damages (par. 48 of the Settlement Agreement) for a total of \$2,000;

- \$3,500 to each of the (two) Class Plaintiffs as a service payment on behalf of the class (par. 48 of the Settlement Agreement) for a total of \$7,000; and
- \$100,000 to Schlanger Law Group, LLP as Class Counsel attorneys' fees and expenses (par. 65 of the Settlement Agreement).

E. A dispute has arisen regarding whether fee shifting would be appropriate in the event that a material breach of the Settlement Agreement should occur. The settling parties believe it to be in their mutual best interest to avoid a breakdown of the settlement on account of this dispute, and have agreed to enter into this Escrow Agreement in consideration for resolving that dispute.

II. Agreement

1. The above recitals are hereby a part of this Escrow Agreement.
2. No later than 5 business days after the execution of the Settlement Agreement, Berkley Insurance Company shall tender to Schlanger Law Group, LLC a check in the amount of One Hundred Fifty-Seven Thousand, Six Hundred and Eighty-Five Dollars (\$157,685), made payable to "Schlanger Law Group LLP as attorneys" (the "Escrowed Funds"), to be deposited into a New York State Interest on Lawyer Account Fund ("IOLA") account and handled in accordance with this Escrow Agreement. Specifically,

a. Within 14 days of the Preliminary Approval of the Settlement Agreement, Schlanger Law Group, LLP shall send to the Class Administrator a check from the Escrowed Funds for the following amount: \$65.00 multiplied by the number of Settlement Class Members (749 class members not including the Class Plaintiffs) as determined by the procedures set forth in the Settlement Agreement (per par. 46 of the Settlement Agreement), with a copy to counsel for the Law Firm Defendants, and:

i. *Within 10 days of the Effective Date of the Settlement -* Schlanger Law Group, LLP shall pay from the Escrowed Funds \$1,000 (not \$65.00) as statutory damages to each of the Class Plaintiffs, and, in addition, will pay each Class Plaintiff an additional amount of \$3,500 as a service payment for their efforts on behalf of the class (per par. 48 of the Settlement Agreement), with a copy to counsel for the Law Firm Defendants; and

ii. *Within 30 days of the Effective Date of the Settlement -* Schlanger Law Group, LLP shall pay from the Escrowed Funds \$100,000 to Schlanger Law Group, LLP (par. 65 of the Settlement Agreement) as and for Class Counsel

attorneys' fees and expenses, with a copy to counsel for the Law Firm Defendants.

- b. Notwithstanding the foregoing, in the event that the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained, or the Final Order and Judgment is reversed or materially modified on appeal, then within ten (10) business days of any party notifying the other parties to the action that the notifying party elects to void the settlement agreement, Schlanger Law Group, LLP shall refund the entirety of the Escrowed Funds to Berkley Insurance Company. To the extent such notice is provided after funds have been released by Class Counsel to the Class Administrator, Class Counsel shall work with Class Administrator to have those funds held by Class Administrator promptly released back to Berkley Insurance Company.

3. This Escrow Agreement may be executed in counterparts by the Parties, and a facsimile or emailed scanned signature shall be deemed an original signature for purposes of this Escrow Agreement.

4. This Escrow Agreement shall not be subject to any change, modification, amendment, or addition, nor can any provisions be waived, without the express written consent of Class Counsel and Counsel for Law Firm Defendants.

5. In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Law Firm Defendants and Class Counsel, on behalf of the Class Plaintiffs and the Class Members, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included this Escrow Agreement.

6. This Settlement Agreement, and all contractual rights and obligations provided for therein shall be construed under and governed by the laws of the State of Georgia, without reference to Georgia's choice of law principles. The Court shall retain jurisdiction over the interpretation and implementation of this Escrow Agreement.

7. The Parties and their counsel have negotiated and fully reviewed the terms of this Settlement Agreement. The rule that any uncertainty or ambiguity in this contract will be construed against the drafter shall not apply to the construction of this Settlement Agreement by a court of law or any other adjudicating body of this Settlement Agreement.

8. This Escrow Agreement constitutes a part of the overall compromise and settlement of disputed claims. No action taken previously or in connection with the negotiations or proceedings connected with this Escrow Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission of any fault, liability or wrongdoing of any kind whatsoever.

9. Neither this Escrow Agreement, nor any act performed or document executed pursuant to or in furtherance of this Escrow Agreement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Class Plaintiffs, the Class Members, Class Counsel, or anyone else.

10. To the extent permitted by law, this Escrow Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Judgment is entered. To the extent permitted by law, such prohibited collateral attacks shall include but are not limited to claims that the procedures for claims administration were incorrect, or that the Class Members failed for any reason to receive timely notice of the procedure for submitting a Claim Form or disputing the calculation of his or her individual distribution.

11. To the extent permitted by law, this Escrow Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction

against, any action, suit or other proceeding which may be instituted, prosecuted or attempted with regard to the Law Firm Defendants' payment obligations, or their insurer's, under the Settlement Agreement as addressed herein. The Law Firm Defendants, or their insurer, may file this Escrow Agreement in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

[signature blocks on next page]

LAW OFFICES OF E. TALLEY GRAY SCHLANGER LAW GROUP LLP

/s/E. Talley Gray

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Counsel for Defendants

Sherwin P. Robin & Associates, P.C., Sherwin P. Robin, and Sara G. Robin

With regard to all payment obligations set forth herein,

KONICEK & DILLON, P.C. on behalf of Berkley Insurance Company

/s/Daniel Konicek

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