

**Notice of Proposed Class Action  
Settlement and Fairness Hearing  
You May Include Yourself in a Class Action Settlement  
and Receive a Check for \$65.52**

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**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.**

- ▶ 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 \$65.52.
  - 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 **April 15, 2019**.
  - If you wish to be included as a Class Member but want to object to the terms of the Settlement, you must follow the procedures stated in response to Question 11 below no later than **April 15, 2019**.
  - If you do nothing, you will automatically be included as a Class Member and will receive the benefits of the Settlement (including a check for \$65.52).

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# Basic Information

## 1. What is this lawsuit about?

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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?

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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 743 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?

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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?**

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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 Plaintiffs ask for?**

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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?**

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

Schlanger Law Group LLP  
9 East 40<sup>th</sup> 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?

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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 \$65.52**

If the Settlement becomes final, each Class Member who does not opt out will receive a check in the amount of \$65.52.

**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 120 days after the last date on which settlement claims payment checks may be presented for deposit, these funds may instead be used toward the costs of administering the Settlement. To the extent the unclaimed funds exceed the cost of administering the Settlement, any 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?

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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?**

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You do not need to do anything to be included in the Settlement. Inclusion is automatic and you will be included, and receive \$65.52, unless you specifically request to opt out as described in response to Question 10 below.

### **10. How do I opt out of the Class?**

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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 name and current address and (2) specifically state your desire not to be included as a Class Member in *Thomas, et al., v. Sherwin P. Robin and Associates, P.C., et al., Case No.: 1:16-cv-02529-AT-AJB*.

Your request for exclusion must be sent by First-Class U.S. Mail, postage paid, to the following address: Thomas v. Sherwin P. Robin, c/o Settlement Administrator, PO Box 58152, Philadelphia, PA 19102-8152. Your letter must be postmarked on or before April 15, 2019.

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 3 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 wish to object to the terms of the Settlement?**

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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 Thomas v. Sherwin P. Robin, c/o Settlement Administrator, PO Box 58152, Philadelphia, PA 19102-8152.

An objection must be postmarked no later than April 15, 2019.

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 May 30, 2019 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 Opting out of the Settlement Class?**

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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?**

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At the Fairness Hearing, presently scheduled for May 30, 2019 at 10:30 a.m., 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?**

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If the Court approves the Settlement, the final approval order will be made available at this website: [www.SherwinPRobinSettlement.com](http://www.SherwinPRobinSettlement.com). You may also contact Class Counsel.

## **Additional Information**

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

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**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-AT-AJB**. You can also obtain documents filed with the Court in this case through the website [www.pacer.gov](http://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?**

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If your address has changed, or changes in the future, you should send your new address and telephone number to the Settlement Administrator, the company selected to mail Notices and settlement checks to the Settlement Class Members, at this address: Thomas v. Sherwin P. Robin, c/o Settlement Administrator, PO Box 58152, Philadelphia, PA 19102-8152.

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

/s/ \_\_\_\_\_



Thomas v. Sherwin P. Robin  
c/o Settlement Administrator  
PO Box 58152  
Philadelphia, PA 19102-8152



<<FirstName>> <<MI>> <<LastName>>  
<<Address>>  
<<Address2>>  
<<City>>, <<ST>> <<ZIP>>.-<<ZIP4>>