

# **Exhibit 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

DANIEL SCHUCHARDT and MICHELLE MUGGLI, *on behalf of themselves and others similarly situated,*

Case No.: 3:15-cv-01329-JSC

Plaintiffs,

vs.

LAW OFFICE OF RORY W. CLARK, A PROFESSIONAL LAW CORPORATION,

Defendant.

**CLASS ACTION SETTLEMENT AGREEMENT**

This class action settlement agreement (“Agreement”) is entered into between Daniel Schuchardt and Michelle Muggli (“Plaintiffs” or “Class Representatives”), individually and on behalf of the “Class Members” (as defined below), and Law Office of Rory W. Clark, A Professional Law Corporation (“Clark”). This Agreement is intended by Clark and Plaintiffs (“Parties”), on behalf of themselves and the Class Members, to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below), upon and subject to the terms and conditions contained herein.

**RECITALS**

On March 23, 2015, Plaintiffs filed a class action complaint (“Lawsuit”) against Clark in the United States District Court for the Northern District of California, Case No. 3:15-cv-01329-JSC, asserting putative class claims arising from the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692g(a)(4);

Plaintiffs allege that Clark violated the FDCPA regarding certain disclosures contained in initial debt collection letters sent to consumers;

Clark expressly denies any liability whatsoever to Plaintiffs or the Class Members, and denies that it violated the FDCPA;

The Parties desire and intend to settle and resolve all of the claims asserted in the Lawsuit;

1 The Parties wish to avoid the expense and uncertainty of continued litigation;  
2 Counsel for the Class Members have conducted an evaluation of the claims to determine  
3 how best to serve the interests of the Class Members;

4 The parties fully briefed dueling motions for summary judgment, which were pending  
5 before the Court at the time the settlement was consummated;

6 Plaintiffs and counsel for the Class Members believe, in view of the costs, risks, and delays  
7 of continued litigation and appeals balanced against the benefits of this settlement to the Class  
8 Members, that the class settlement as provided in this Agreement is in the best interest of the Class  
9 Members and is a fair, reasonable, and adequate resolution of the Lawsuit;

10 Prior to entering into this Agreement, counsel for the Parties engaged in extensive arm's-  
11 length negotiations and exchanges of information that resulted in an agreement on the principal  
12 terms of this settlement;

13 The Parties desire and intend to seek Court approval of the settlement of the Lawsuit as set  
14 forth in this Agreement and, upon Court approval, to seek entry of a Final Approval Order and  
15 subsequently an order dismissing with prejudice the claims of the Class Members as set forth  
16 herein;

17 The Parties and their counsel agree to recommend approval of this Agreement to the Court  
18 and to any regulatory authority responding to the proposed settlement pursuant to the Class Action  
19 Fairness Act of 2005 (hereinafter referred to as "CAFA"), 28 U.S.C. §§ 1332(d), 1453, and 1711-  
20 1715;

21 The Parties agree to undertake all steps necessary to effectuate the terms and purposes of  
22 this Agreement, to secure the Court's approval of same, and contemplate that they will oppose any  
23 objections to the proposed settlement, including objections by any regulatory authority after CAFA  
24 notices are issued, and oppose any appeals by objectors from any orders of final approval.

25 In consideration of the promises, representations, and warranties set forth, the Parties  
26 stipulate and agree:

27 1. DEFINITIONS – The following definitions apply to this Agreement:

28 A. "Effective Date" means the first business day after "Final Order Day" (as defined

1 below).

2 B. “Final Order Day” means the first business day upon which the Final Approval  
3 Order becomes “Final.” The Final Approval Order becomes “Final” upon the expiration of any  
4 available appeal period following entry of the Final Approval Order. If any appeal is filed from  
5 the Final Approval Order, then the Final Order Day will be the first date after the conclusion of all  
6 appeals, so long as the Final Approval Order is not reversed or vacated.

7 C. “Class Members” means:

8 All persons with a California address to whom Law Office of Rory W. Clark, A  
9 Professional Law Corporation mailed an initial debt collection communication that  
10 stated: “If you notify this firm within thirty (30) days after your receipt of this letter,  
11 that the debt or any portion thereof, is disputed, we will obtain verification of the  
12 debt or a copy of the judgment, if any, and mail a copy of such verification or  
13 judgment to you,” between June 1, 2014 and June 1, 2015, in connection with the  
14 collection of a consumer debt.

15 Excluded from the class is:

16 a. Any person who is already subject to an existing agreement regarding the  
17 Released Claims;

18 b. Any person who is deceased; and

19 c. Any person who has filed for bankruptcy protection under Title 11 of the United  
20 States Code.

21 Clark represents that there are 1,361 class members, including Plaintiffs.

22 D. “Released Claims” means all claims under 15 U.S.C. § 1692g(a)(4), between June  
23 1, 2014 and June 1, 2015, that arise out of the following language in the initial debt collection  
24 letters sent by Law Office of Rory W. Clark, A Professional Law Corporation to Plaintiffs or Class  
25 Members on behalf of Bank of America, N.A. or its predecessor in interest, FIA Card Services,  
26 N.A.: “If you notify this firm within thirty (30) days after your receipt of this letter, that the debt  
27 or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment,  
28 if any, and mail a copy of such verification or judgment to you.”

E. “Released Parties” means Law Office of Rory W. Clark, A Professional Law  
Corporation, each of its past, present, and future directors, officers, employees, partners,  
principals, insurers, co-insurers, re-insurers, clients (of which includes Bank of America, N.A.),

1 shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary,  
2 predecessor, or successor company.

3 2. CLASS CERTIFICATION – Plaintiffs will seek, and Clark will not oppose, preliminary  
4 approval of the settlement on behalf of the class defined above in ¶ 1(C).

5 3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The Parties  
6 agree that Plaintiffs Daniel Schuchardt and Michelle Muggli should be appointed as the Class  
7 Representatives for the Class Members and that Aaron D. Radbil of Greenwald Davidson Radbil  
8 PLLC should be appointed as counsel for the Class Members (“Class Counsel”).

9 4. ORDER OF PRELIMINARY APPROVAL – Within 14 days after this Agreement is fully  
10 executed, Plaintiffs will file an unopposed motion that the Court enter an Order of Preliminary  
11 Approval of Class Action Settlement in substantially the same form attached as **Exhibit A**.

12 5. FINAL ORDER AND JUDGMENT – If the settlement is approved preliminarily by the  
13 Court, and all other conditions precedent to the settlement have been satisfied, counsel for the  
14 Parties will jointly request that the Court enter a Final Order.

15 6. ADMINISTRATION AND NOTIFICATION PROCESS – Kurtzman Carson Consultants,  
16 LLC, a third-party class administrator jointly selected by and agreeable to the parties (“Class  
17 Administrator”), will administer the settlement and notification of the settlement to the Class  
18 Members. The costs and expenses for the administration of the settlement and class notice,  
19 including all work necessary to identify current contact information for the Class Members, will  
20 be paid by Clark separate and apart from the Settlement Fund as defined below. The Class  
21 Administrator will be responsible for mailing the approved class action notice and settlement  
22 checks to the Class Members.

23 7. The Class Administrator will, as expeditiously as possible, but not to exceed 30 days from  
24 the Court’s entry of the Order of Preliminary Approval of Class Action Settlement, provide notice  
25 of the settlement to the Class Members as follows:

26 Written Notice – The Class Administrator will send via U.S. mail written notice of the  
27 settlement to each Class Member at his or her last known valid address, as provided by Clark,  
28 address correction requested. Before sending the written notice, the Class Administrator will  
confirm and, if necessary, update the addresses for the Class Members through the standard

1 methodology it currently uses to update addresses, including attempting to identify the name and  
2 address of each Class Member. If any notice is returned with a new address, the Class  
3 Administrator will re-mail the notice to the new address and will update the Class Member address  
4 list with all forwarding addresses. The notice to the Class Members will be in substantially the  
5 form attached as **Exhibit B**.

6 8. CAFA NOTICE. Clark will be responsible for serving the notice required by 28 U.S.C. §  
7 1715 within 10 days of the filing of the Preliminary Approval Motion.

8 9. REQUESTS FOR EXCLUSION AND OBJECTIONS – Any Class Member who desires  
9 to be excluded from the Class must send a written request for exclusion to the Class Administrator  
10 by electronic mail or by U.S. mail with a postmark date no later than 60 calendar days after the  
11 deadline for dissemination of class notice. A list of all persons who timely exclude themselves  
12 will be filed with the Court, along with Plaintiffs’ Unopposed Motion for Final Approval of Class  
13 Action Settlement.

14 10. In the written request for exclusion, the Class Member must set forth his or her full name,  
15 address, telephone number and email address (if available), along with a statement that he or she  
16 wishes to be excluded.

17 11. Any Class Member who submits a valid and timely request for exclusion will not be bound  
18 by the terms of this Agreement.

19 12. Any Class Member who intends to object to the fairness of this settlement must file a  
20 written objection with the Court within 60 calendar days from the deadline for dissemination of  
21 class notice. Further, any such Class Member must, within the same time period, provide a copy  
22 of the written objection to Class Counsel and Counsel for Clark via electronic mail or U.S. Mail.

23 13. In the written objection, the Class Member must state: the name of the case and the case  
24 number; his or her full name, address, and telephone number; the reasons for his or her objection;  
25 whether he or she intends to appear at the fairness hearing on his or her own behalf or through  
26 counsel; if appearing through counsel, his or her attorney’s name, address, bar number, and  
27 telephone number; and a list of any legal authority he or she intends to present at the fairness  
28 hearing.

1 14. Any Class Member who does not file a valid and timely objection to the settlement will be  
2 barred from seeking review of the settlement by appeal or otherwise.

3 15. Subject to approval by the Court, a fairness hearing will be conducted regarding the  
4 settlement within 120-150 calendar days from the Court's entry of the Order of Preliminary  
5 Approval of Class Action Settlement. Under Rule 23(c)(2)(B)(iv) of the Federal Rules of Civil  
6 Procedure, the Class Members will be notified that they may enter an appearance through an  
7 attorney at their own expense if the member so desires.

8 16. RELEASES – As of the Effective Date, Plaintiffs and the Class Members fully, finally,  
9 and forever settle, release, and discharge the Released Parties from the Released Claims, and are  
10 forever barred from asserting any of the Released Claims in any court or forum whatsoever against  
11 any of the Released Parties.

12 17. SETTLEMENT CONSIDERATION – In consideration for the foregoing releases, the  
13 Parties agree to the following:

14 A. Settlement Fund – Clark, in consultation with the Class Administrator, will cause  
15 to be established a Settlement Fund (“Settlement Fund”) in the amount of \$13,610 (\$10.00 for  
16 each of the 1,361 members of the Class) within 10 days after Final Order Day. Should the Parties  
17 discover that there are additional, or fewer, Class Members, the Settlement Fund will be adjusted  
18 accordingly such that the Settlement Fund consists of \$10.00 per Class Member.

19 Within 15 days after the Effective Date, the Class Administrator will send via U.S. mail a  
20 settlement check to each Class Member who does not timely exclude himself or herself from the  
21 Class. Each Class Member who does not exclude himself or herself will receive a distribution from  
22 the Settlement Fund in the amount of \$10.00. Clark's obligations pursuant to this paragraph will  
23 be considered fulfilled upon the mailing of the settlement checks, regardless of whether any  
24 settlement check is received, returned, or cashed, except that the Class Administrator will be  
25 obligated to take reasonable steps to forward all settlement checks returned with a forwarding  
26 address to such forwarding addresses. Each settlement check will be void 90 days after mailing.

27 To the extent that any funds remain in the Settlement Fund after the void date (from  
28 uncashed checks or otherwise), the uncashed amount will be paid to Bay Area Legal Aid as a *cy*  
*pres* recipient.

1           B.       Payments to Plaintiffs – Separate and apart from the Settlement Fund, Clark will  
2 pay \$1,000.00 to Mr. Schuchardt and \$1,000.00 to Ms. Muggli pursuant to 15 U.S.C. §  
3 1692k(a)(2)(B)(i). Plaintiffs will not seek an incentive award for their service to the Class. The  
4 amounts to Mr. Schuchardt and Ms. Muggli will be paid by Clark within 15 days after the Effective  
5 Date.

6           C.       Agreement to No Longer Use Certain Language in Initial Debt Collection Letters  
7 – Clark agrees, as of the date of the execution of this Agreement, to no longer use the following  
8 language in its initial debt collection letters: “If you notify this firm within thirty (30) days after  
9 your receipt of this letter, that the debt or any portion thereof, is disputed, we will obtain  
10 verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or  
11 judgment to you.” Instead, Clark will notify consumers in its initial debt collection letters as  
12 follows: “If you notify this firm in writing within thirty (30) days after your receipt of this letter,  
13 that the debt or any portion thereof, is disputed, we will obtain verification of the debt or a copy  
14 of the judgment, if any, and mail a copy of such verification or judgment to you.”

15           D.       Attorneys’ Fees and Expenses of Class Counsel – In advance of the Final  
16 Settlement Hearing, but before the expiration of the class members’ exclusion and objection  
17 deadline, *see In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir. 2010), Class Counsel  
18 will file an application for reasonable attorneys’ fees, costs, and expenses. Class Counsel will file  
19 their application no later than 30 days after the deadline for dissemination of class notice. Any  
20 opposition by Clark to Class Counsel’s application will be filed no later than 14 days prior to the  
21 final approval hearing. Any reply in support of Class Counsel’s application will be filed no later  
22 than 7 days prior to the final approval hearing. Clark will not challenge any requested fees, costs,  
23 and expenses that do not exceed \$40,000, and Class Counsel will not seek more than \$55,000 for  
24 attorneys’ fees, costs, and expenses. Any amount awarded to Class Counsel for attorneys’ fees,  
25 costs, and expenses will be paid by Clark separate and apart from the Settlement Fund, costs of  
26 Settlement Administration, and the payments to Plaintiffs.

27           Clark will forward to Class Counsel payment for the attorneys’ fees, costs and expenses  
28 awarded by the Court no later than 15 days after the Effective Date. Upon payment of attorneys’  
fees, costs, and expenses to Class Counsel, the Released Parties will have no further obligation

1 with respect to Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses of any  
2 other attorney on behalf of Plaintiffs or any Class Member.

3 E. Settlement Administration – Separate from the Settlement Fund, the payments to  
4 Plaintiffs, and the Attorney's Fees and Expenses of Class Counsel, Clark will be responsible for  
5 paying the costs of administration of the settlement.

6 18. COVENANT NOT TO SUE – Plaintiffs agree and covenant, and each Class Member will  
7 be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of  
8 the Released Claims, and agrees to be forever barred from doing so, in any court of law or equity.

9 19. TERMINATION – After completing a good faith negotiation, Class Counsel and Clark  
10 will each have the right to terminate this Agreement by providing written notice to the other within  
11 7 days following:

12 A. The Court's refusal to enter an Order of Preliminary Approval of Class Action  
13 Settlement in substantially the form attached as Exhibit A; or

14 B. The Court's refusal to approve the settlement following notice to the Class  
15 Members and the fairness hearing.

16 20. If either Class Counsel or Clark terminates this Agreement as provided herein, the  
17 Agreement will be of no force and effect, and the Parties' rights and defenses will be restored,  
18 without prejudice, to their respective positions as if this Agreement had never been executed.

19 21. The procedure for and the allowance or disallowance by the Court of any applications by  
20 Plaintiffs or Class Counsel for attorneys' fees and expenses are to be considered by the Court  
21 separately from the Court's consideration of the fairness, reasonableness, and adequacy of the  
22 settlement set forth herein. Any order regarding an application for attorneys' fees and expenses  
23 will not operate to terminate or cancel this settlement, or affect the finality of the settlement of this  
24 matter.

25 22. MISCELLANEOUS PROVISIONS – Any exhibits to this Agreement are an integral part  
26 of the settlement and are expressly incorporated herein as part of this Agreement.

27 23. This Agreement is for settlement purposes only. The Parties acknowledge that this  
28 Agreement is not an admission of wrongdoing, negligence, or liability by Clark or any Released  
Party. Clark expressly denies any liability whatsoever to Plaintiffs or the Class Members.

1 24. No representations, warranties, or inducements have been made to any of the Parties, other  
2 than those representations, warranties, and covenants contained in this Agreement.

3 25. This Agreement contains the entire agreement between the Parties and supersedes any and  
4 all other agreements between the Parties, including any and all other mediation and settlement  
5 agreements. The terms of this Agreement are contractual.

6 26. This Agreement is to be interpreted in accordance with California law.

7 27. Any dispute, challenge, or question relating to this Agreement is to be heard only by this  
8 Court.

9 28. The Parties will request that the Court retain continuing and exclusive jurisdiction over the  
10 Parties to this Agreement, including the Plaintiffs and all Class Members, and over the  
11 administration and enforcement of this Agreement.

12 29. This Agreement will be binding upon and inure to the benefit of the Parties and their  
13 representatives, heirs, successors, and assigns.

14 30. In the event that any material provisions of this Agreement are held invalid or  
15 unenforceable for any reason, such invalidity or unenforceability does not affect other provisions  
16 of this Agreement if Clark and Class Counsel mutually elect to proceed as if the invalid or  
17 unenforceable provision had never been included in the Agreement.

18 31. This Agreement is deemed to have been drafted jointly by the Parties and, in construing  
19 and interpreting this Agreement, no provision of this Agreement will be construed or interpreted  
20 against any party because such provision, or this Agreement as a whole, was purportedly prepared  
21 or requested by such party.

22 32. This Agreement may be signed in counterparts and the separate signature pages executed  
23 by the Parties and their counsel may be combined to create a document binding on all of the Parties  
24 and together constitutes one and the same instrument.

25 33. NOTICES/COMMUNICATIONS. All requests, demands, claims and other  
26 communications hereunder must: (a) be in writing; (b) be delivered by U.S. Mail; (c) be deemed  
27 to have been duly given on the date received; and (d) be addressed to the intended recipients as set  
28 forth below:

If to Plaintiffs or the Class:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Aaron D. Radbil  
Greenwald Davidson Radbil PLLC  
106 East Sixth Street, Suite 913  
Austin, TX 78701

and

If to Law Office of Rory W. Clark, A Professional Law Corporation:

Matthew J. Kumar  
Law Office of Rory W. Clark,  
A Professional Law Corporation  
30699 Russell Ranch Road, Suite 215  
Westlake Village, California 91362

[Signatures on following page]

1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this  
2 Agreement to be executed.

3 SIGNATURES

4 \_\_\_\_\_  
5 Daniel Schuchardt

Dated: January \_\_\_\_, 2016

6 \_\_\_\_\_  
7 Michelle Muggli

Dated: January \_\_\_\_, 2016

8 \_\_\_\_\_  
9 Aaron D. Radbil  
10 Greenwald Davidson Radbil PLLC  
11 106 East Sixth Street, Suite 913  
12 Austin, TX 78701  
13 Telephone: 512.322.3912  
14 Fax: 561.961.5684  
15 aradbil@gdrlawfirm.com

Dated: January \_\_\_\_, 2016

16 Class Counsel

17 \_\_\_\_\_  
18 Representative of Law Office of Rory W. Clark,  
19 A Professional Law Corporation

Dated: January \_\_\_\_, 2016

20 \_\_\_\_\_  
21 Matthew J. Kumar  
22 Law Office of Rory W. Clark,  
23 A Professional Law Corporation  
24 30699 Russell Ranch Road, Suite 215  
25 Westlake Village, California 91362  
26 Telephone: 888.700.4774  
27 Fax: 775.243.0916  
28 matthew@rwclarklaw.com

Dated: January \_\_\_\_, 2016

Attorneys for Defendant

1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this  
2 Agreement to be executed.

3 SIGNATURES

4   
5 Daniel Schuchardt

Dated: January 14, 2016

6  
7 \_\_\_\_\_  
8 Michelle Muggli

Dated: January \_\_, 2016

9 \_\_\_\_\_  
10 Aaron D. Radbil  
11 Greenwald Davidson Radbil PLLC  
12 106 East Sixth Street, Suite 913  
13 Austin, TX 78701  
14 Telephone: 512.322.3912  
15 Fax: 561.961.5684  
16 aradbil@gdrlawfirm.com

Dated: January \_\_, 2016

17 Class Counsel

18 \_\_\_\_\_  
19 Representative of Law Office of Rory W. Clark,  
20 A Professional Law Corporation

Dated: January \_\_, 2016

21 \_\_\_\_\_  
22 Matthew J. Kumar  
23 Law Office of Rory W. Clark,  
24 A Professional Law Corporation  
25 30699 Russell Ranch Road, Suite 215  
26 Westlake Village, California 91362  
27 Telephone: 888.700.4774  
28 Fax: 775.243.0916  
matthew@rwclarklaw.com

Dated: January \_\_, 2016

Attorneys for Defendant

1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this  
2 Agreement to be executed.

3 SIGNATURES

4 \_\_\_\_\_  
5 Daniel Schuchardt

Dated: January \_\_, 2016

6 \_\_\_\_\_  
7 *Michelle Muggli*  
8 Michelle Muggli

Dated: January 14, 2016

9 \_\_\_\_\_

Dated: January \_\_, 2016

10 Aaron D. Radbil  
11 Greenwald Davidson Radbil PLLC  
12 106 East Sixth Street, Suite 913  
13 Austin, TX 78701  
14 Telephone: 512.322.3912  
15 Fax: 561.961.5684  
16 aradbil@gdrllawfirm.com

17 Class Counsel

18 \_\_\_\_\_

Dated: January \_\_, 2016

19 Representative of Law Office of Rory W. Clark,  
20 A Professional Law Corporation

21 \_\_\_\_\_

Dated: January \_\_, 2016

22 Matthew J. Kumar  
23 Law Office of Rory W. Clark,  
24 A Professional Law Corporation  
25 30699 Russell Ranch Road, Suite 215  
26 Westlake Village, California 91362  
27 Telephone: 888.700.4774  
28 Fax: 775.243.0916  
matthew@rwclarklaw.com

Attorneys for Defendant

1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this  
2 Agreement to be executed.

3 SIGNATURES

4 \_\_\_\_\_ Dated: January \_\_, 2016  
5 Daniel Schuchardt

6 \_\_\_\_\_ Dated: January \_\_, 2016  
7 Michelle Muggli

8 \_\_\_\_\_ Dated: January 15, 2016  
9 Aaron D. Radbil  
10 Greenwald Davidson Radbil PLLC  
11 106 East Sixth Street, Suite 913  
12 Austin, TX 78701  
13 Telephone: 512.322.3912  
14 Fax: 561.961.5684  
15 aradbil@gdrlawfirm.com

16 Class Counsel

17 \_\_\_\_\_ Dated: January \_\_, 2016  
18 Representative of Law Office of Rory W. Clark,  
19 A Professional Law Corporation

20 \_\_\_\_\_ Dated: January \_\_, 2016  
21 Matthew J. Kumar  
22 Law Office of Rory W. Clark,  
23 A Professional Law Corporation  
24 30699 Russell Ranch Road, Suite 215  
25 Westlake Village, California 91362  
26 Telephone: 888.700.4774  
27 Fax: 775.243.0916  
28 matthew@rwclarklaw.com

Attorneys for Defendant

1 IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this  
2 Agreement to be executed.

3 SIGNATURES

4  
5 \_\_\_\_\_ Dated: January \_\_, 2016  
6 Daniel Schuchardt

7 \_\_\_\_\_ Dated: January \_\_, 2016  
8 Michelle Muggli

9 \_\_\_\_\_ Dated: January \_\_, 2016  
10 Aaron D. Radbil  
11 Greenwald Davidson Radbil PLLC  
12 106 East Sixth Street, Suite 913  
13 Austin, TX 78701  
14 Telephone: 512.322.3912  
15 Fax: 561.961.5684  
16 aradbil@gdrllawfirm.com

17 Class Counsel

18  \_\_\_\_\_ Dated: January 15, 2016  
19 Representative of Law Office of Rory W. Clark,  
20 A Professional Law Corporation

21  \_\_\_\_\_ Dated: January 15, 2016  
22 Matthew J. Kumar  
23 Law Office of Rory W. Clark,  
24 A Professional Law Corporation  
25 30699 Russell Ranch Road, Suite 215  
26 Westlake Village, California 91362  
27 Telephone: 888.700.4774  
28 Fax: 775.243.0916  
matthew@rwclarklaw.com

Attorneys for Defendant

# **Exhibit A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DANIEL SCHUCHARDT and MICHELLE MUGGLI, *on behalf of themselves and others similarly situated,*

Case No.: 3:15-cv-01329-JSC

Plaintiffs,

vs.

LAW OFFICE OF RORY W. CLARK, A PROFESSIONAL LAW CORPORATION,

Defendant.

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Daniel Schuchardt and Michelle Muggli (“Plaintiffs” or “Class Representatives”) and the Law Office of Rory W. Clark, A Professional Law Corporation (“Defendant”) (collectively, “Parties”) have reached a proposed settlement in the above-captioned lawsuit (“Lawsuit”) upon the terms and conditions set forth in the Class Action Settlement Agreement (“Settlement Agreement”), which has been filed with the Court and whose definitions are hereby incorporated by reference.

Having considered Plaintiffs’ unopposed motion, and based upon the Settlement Agreement and all of the files, records, and proceedings herein, this Court preliminarily approves the Parties’ proposed settlement, preliminarily finds that this matter meets the requirements for class certification under Rule 23 of the Federal Rules of Civil Procedure, and further finds that it may finally approve the proposed settlement, as it appears to be fair, reasonable, and adequate, and because the parties reached their proposed agreement as a result of non-collusive, arm’s-length negotiations. A final fairness hearing will be held on \_\_\_\_\_, 2016, after Notice to the Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Order and Judgment should be entered in this Lawsuit.

IT IS HEREBY ORDERED:

1           1.       The Court has jurisdiction over the subject matter of the Lawsuit and over all  
2 settling parties hereto.

3           2.       In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d),  
4 1453, and 1711-1715, Defendant will cause to be served written notice of the proposed class  
5 settlement on the United States Attorney General and the Attorney General of the State of  
6 California.

7           3.       **CLASS MEMBERS** – Pursuant to Fed. R. Civ. P. 23(b)(3), the Lawsuit is hereby  
8 preliminarily certified, for settlement purposes only, as a class action on behalf of the following  
9 class of plaintiffs (hereinafter referred to as the “Class Members”) with respect to the claims  
10 asserted in the Lawsuit:

11           All persons with a California address to whom Law Office of Rory W. Clark, A  
12 Professional Law Corporation mailed an initial debt collection communication that  
13 stated: “If you notify this firm within thirty (30) days after your receipt of this letter,  
14 that the debt or any portion thereof, is disputed, we will obtain verification of the  
15 debt or a copy of the judgment, if any, and mail a copy of such verification or  
16 judgment to you,” between June 1, 2014 and June 1, 2015, in connection with the  
17 collection of a consumer debt.

18 Excluded from the class is:

- 19           a. Any person who is already subject to an existing agreement regarding the  
20 Released Claims;  
21           b. Any person who is deceased; and  
22           c. Any person who has filed for bankruptcy protection under Title 11 of the United  
23 States Code.

24           4.       Defendant represents that there are 1,361 Class Members.

25           5.       **CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT** –  
26 Pursuant to Fed. R. Civ. P. 23, the Court appoints Plaintiffs Daniel Schuchardt and Michelle  
27 Muggli as the Class Representatives. The Court also appoints Aaron D. Radbil of Greenwald  
28 Davidson Radbil PLLC as Class Counsel. *See, e.g., Jones v. I.Q. Data Int’l, Inc.*, No. 1:14-cv-  
00130-PJK-GBW, 2015 WL 5704016, at \*2 (D.N.M. Sept. 23, 2015) (appointing Greenwald  
Davidson Radbil PLLC as class counsel); *Prater v. Medcredit, Inc.*, No. 4:14-cv-00159, 2015 WL

1 4385682, at \*1 (E.D. Mo. July 13, 2015) (same); *Rhodes v. Olson Assocs., P.C. d/b/a Olson*  
2 *Shaner*, 83 F. Supp. 3d 1096 (D. Colo. 2015) (same); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D  
3 644, 661 (M.D. Fla. 2015) (same); *Esposito v. Deatrlick & Spies, P.S.C.*, No. 7:13-CV-1416  
4 GLS/TWD, 2015 WL 390392, at \*2 (N.D.N.Y. Jan. 28, 2015) (same); *Green v. Dressman*  
5 *Benzinger Lavelle, PSC*, No. 1:14-CV-00142-SJD, 2015 WL 223764, at \*2 (S.D. Ohio Jan. 16,  
6 2015) (same).

7         6.         **PRELIMINARY CLASS CERTIFICATION** – The Court preliminarily finds  
8 that the Lawsuit satisfies the applicable prerequisites for class action treatment under Fed. R. Civ.  
9 P. 23, namely:

- 10         A.         The Class Members are so numerous that joinder of all of them in the Lawsuit is  
11                     impracticable;
- 12         B.         There are questions of law and fact common to the Class Members, which  
13                     predominate over any individual questions;
- 14         C.         The claims of the Plaintiffs are typical of the claims of the Class Members;
- 15         D.         The Plaintiffs and Class Counsel have fairly and adequately represented and  
16                     protected the interests of all of the Class Members; and
- 17         E.         Class treatment of these claims will be efficient and manageable, thereby achieving  
18                     an appreciable measure of judicial economy, and a class action is superior to other  
19                     available methods for a fair and efficient adjudication of this controversy.

20 *See Schmidt v. Red Rock Fin. Servs., LLC*, No. 12-01773, 2013 WL 5656085, at \*3 (D. Nev. Oct.  
21 15, 2013) (approving class action settlement).

22         7.         The Court preliminarily finds that the settlement of the Lawsuit, on the terms and  
23 conditions set forth in the Settlement Agreement is in all respects fundamentally fair, reasonable,  
24 adequate, and in the best interest of the Class Members, especially in light of the benefits to the  
25 Class Members; the strengths and weaknesses of Plaintiffs’ case; the anticipated complexity,  
26 duration and expense of additional litigation; the risk and delay inherent in possible appeals; the  
27 limited amount of any potential total recovery for the Class, given the cap on statutory damages  
28 for claims brought pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*;

1 and the opinion of Class Counsel, who are highly experienced in this area of class action litigation.  
2 *See Catala v. Resurgent Capital Servs. L.P.*, No. 08-2401, 2010 WL 2524158, at \*2 (S.D. Cal.  
3 June 22, 2010) (quoting *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir.  
4 1982)).

5 8. **ADMINISTRATION** – A third-party class administrator acceptable to the parties  
6 will administer the settlement and notification to Class Members. The class administrator will be  
7 responsible for mailing the approved class action notice and settlement checks to the Class  
8 Members. All costs of administration will be paid by Defendant separate and apart from the  
9 Settlement Fund. Upon the recommendation of the parties, the Court hereby appoints the following  
10 class administrator: Kurtzman Carson Consultants, LLC.

11 9. **WRITTEN NOTICE** – The Court approves the form and substance of the Notice  
12 of Class Action Settlement, attached to the Settlement Agreement as Exhibit B. The proposed  
13 form and method for notifying the Class Members of the settlement and its terms and conditions  
14 meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice  
15 practicable under the circumstances, and constitute due and sufficient notice to all persons entitled  
16 to the notice. The Court finds that the proposed notice is clearly designed to advise the Class  
17 Members of their rights. In accordance with the Settlement Agreement, the class administrator  
18 will mail the notice to the Class Members as expeditiously as possible, but in no event later than  
19 60 days after the Court's entry of this order, *i.e.*, **no later than \_\_\_\_\_, 2016**. The class  
20 administrator will confirm, and if necessary, update the addresses for the Class Members through  
21 standard methodology that the class administrator currently uses to update addresses.

22 10. **EXCLUSIONS** – Any Class Member who desires to be excluded from the class  
23 must send a written request for exclusion to the Class Administrator by electronic mail or by U.S.  
24 mail with a postmark date no later than 60 days after the deadline for dissemination of class notice,  
25 *i.e.*, **no later than \_\_\_\_\_, 2016**. To be effective, the written request for  
26 exclusion must state the Class Member's full name, address, telephone number, and email address  
27 (if available), along with a statement that the Class Member wishes to be excluded. Any Class  
28 Member who submits a valid and timely request for exclusion will not be bound by the terms of

1 the Settlement Agreement.

2 11. **OBJECTIONS** – Any Class Member who intends to object to the fairness of this  
3 settlement must file a written objection with the Court within 60 days after the deadline for  
4 dissemination of class notice, *i.e.*, **no later than** \_\_\_\_\_, **2016**. Further, any such  
5 Class Member must, within the same time period, provide a copy of the written objection to Class  
6 Counsel by electronic mail or U.S. mail, attention: Aaron D. Radbil, Esq., Greenwald Davidson  
7 Radbil PLLC, 106 East Sixth Street, Suite 913, Austin, TX 78701, aradbil@gdrlawfirm.com; and  
8 Counsel for Defendant, Matthew J. Kumar, Esq., Law Office of Rory W. Clark, A Professional  
9 Law Corporation, 30699 Russell Ranch Road, Suite 215, Westlake Village, California 91362,  
10 matthew@rwclarklaw.com.

11 12. To be effective, a notice of intent to object to the Settlement must:

- 12 (a) Contain a heading which includes the name of the case and case number;  
13 (b) Provide the name, address, telephone number and signature of the Class  
14 Member filing the objection;  
15 (c) Be filed with the Clerk of the Court no later than 90 days after the Court  
16 preliminarily approves the settlement;  
17 (d) Be sent to Class Counsel and Defendant at the addresses designated in the  
18 Notice by first-class mail, postmarked no later than 90 days after the Court  
19 preliminarily approves the settlement;  
20 (e) Contain the name, address, bar number and telephone number of the  
21 objecting Class Member’s counsel, if represented by an attorney. If the  
22 Class Member is represented by an attorney, he/she or it must comply with  
23 all applicable laws and rules for filing pleadings and documents in the U.S.  
24 District Court for the Northern District of California;  
25 (f) A statement of the specific basis for each objection; and  
26 (g) A list of any legal authority the objector will present at the Final Approval  
27 Hearing.

28 13. Any Class Member who has timely filed an objection may appear at the Settlement  
Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court,  
applying applicable law, in opposition to the fairness, reasonableness and adequacy of the

1 Settlement, and on the application for an award of attorneys' fees and costs. The right to object to  
2 the Settlement must be exercised individually by an individual Class Member, not as a member of  
3 a group or subclass and, except in the case of a deceased, minor, or incapacitated Class Member,  
4 not by the act of another person acting or purporting to act in a representative capacity.

5 14. **FINAL APPROVAL** – The Court will conduct a hearing on \_\_\_\_\_,  
6 **2016** at the United States District Court for the Northern District of California, San Francisco  
7 Courthouse, Courtroom F – 15th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, to  
8 review and rule upon the following issues:

- 9 A. Whether this action satisfies the applicable prerequisites for class action treatment  
10 for settlement purposes under Fed. R. Civ. P. 23;
- 11 B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and  
12 in the best interest of the Class Members and should be approved by the Court;
- 13 C. Whether a Final Order and Judgment, as provided under the Settlement Agreement,  
14 should be entered, dismissing the Lawsuit with prejudice and releasing the Released  
15 Claims against the Released Parties; and
- 16 D. To discuss and review other issues as the Court deems appropriate.

17 15. Attendance by Class Members at the Final Approval Hearing is not necessary.  
18 Class Members need not appear at the hearing or take any other action to indicate their approval  
19 of the proposed class action settlement. Class Members wishing to be heard are, however, required  
20 to appear at the Final Approval Hearing. The Final Approval Hearing may be postponed,  
21 adjourned, transferred, or continued without further notice to the Class Members.

22 16. Consistent with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir.  
23 2010), submissions by the Parties, including memoranda in support of the proposed settlement,  
24 responses to any objections, petitions for attorney's fees and reimbursement of costs and expenses  
25 by Class Counsel, must be filed within 30 days after the deadline for dissemination of class notice,  
26 *i.e.*, **no later than** \_\_\_\_\_, **2016**. Any opposition to any of the foregoing must  
27 be filed with the Court no later than 14 days prior to the Final Approval Hearing, *i.e.*, **no later**  
28 **than** \_\_\_\_\_, **2016**. Reply memoranda in support of the foregoing must be filed

1 with the Court no later than 7 days prior to the Final Approval Hearing, *i.e.*, **no later than**  
2 \_\_\_\_\_, **2016**.

3 17. The Settlement Agreement and this Order will be null and void if any of the  
4 following occur:

5 A. The Settlement Agreement is terminated by any of the Parties because any specified  
6 material condition to the settlement set forth in the Settlement Agreement is not  
7 satisfied and the satisfaction of such condition is not waived in writing by the  
8 Parties;

9 B. The Court rejects any material component of the Settlement Agreement, including  
10 any amendment thereto approved by the Parties; or

11 C. The Court approves the Settlement Agreement, including any amendment thereto  
12 approved by the Parties, but such approval is reversed on appeal and such reversal  
13 becomes final by lapse of time or otherwise.

14 18. If the Settlement Agreement and/or this order are voided per ¶ 17 of this order, then  
15 the Settlement Agreement will be of no force and effect and the Parties' rights and defenses will  
16 be restored, without prejudice, to their respective positions as if the Settlement Agreement had  
17 never been executed and this order never entered.

18 19. The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
	Preliminary Approval Order Entered
	Notice Sent (30 days after entry of Preliminary Approval Order)
	Motion for Final Approval and Attorney Fees Papers Filed (30 days after deadline for dissemination of class notice)
	Deadline to Send Exclusion or File Objection (60 days after deadline for dissemination of class notice)
	Opposition to Motion for Final Approval and Attorney Fees Award Filed (14 days before Final Approval Hearing)
	Reply in Support of Motion for Final Approval and Attorney Fees Award Filed (7 days before Final Approval Hearing)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Final Approval Hearing Held

IT IS SO ORDERED.

Dated:

\_\_\_\_\_  
THE HON. JACQUELINE SCOTT CORLEY  
United States Magistrate Judge

# **Exhibit B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

DANIEL SCHUCHARDT and MICHELLE MUGGLI, *on behalf of themselves and others similarly situated,*

Case No.: 3:15-cv-01329-JSC

Plaintiffs,

vs.

LAW OFFICE OF RORY W. CLARK, A PROFESSIONAL LAW CORPORATION,

Defendant.

**You have been identified as a member of the Class.  
You are not being sued.**

**If you received a debt collection letter from Law Office of Rory W. Clark, A Professional Law Corporation between June 1, 2014 and June 1, 2015, you may benefit from the settlement of this class action lawsuit.**

*This case is titled Daniel Schuchardt and Michelle Muggli v. Law Office of Rory W. Clark, A Professional Law Corporation, Case No. 3:15-cv-01329. A federal court authorized this notice. This is not a solicitation from a lawyer.*

This is a class action lawsuit about whether Law Office of Rory W. Clark, A Professional Law Corporation (hereinafter “Clark”) violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, by sending improper debt collection letters to consumers in California. Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING AND STAY IN SETTLEMENT</b>	If you do nothing, you will receive \$10 but will give up your right to sue Clark over the claims at issue in this lawsuit.
<b>ASK TO BE EXCLUDED</b>	Get no payment. This allows you to sue Clark over the claims resolved by this lawsuit.
<b>OBJECT</b>	Write to the Court about why you don’t agree with the settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice. The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, money will be distributed to those who qualify. Please be patient.

### 1. Why did I get this notice?

A Court authorized this notice to be sent to you because you have a right to know about a proposed settlement of this class action, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the parties’ Settlement Agreement, and after any appeals are resolved, payments will be made to everyone who qualifies. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

### 2. What is this lawsuit about?

The lawsuit claims that Clark violated the Fair Debt Collection Practices Act by sending improper debt collection letters to consumers in an attempt to collect debts on behalf of Bank of America, N.A. Clark has denied all of these allegations and maintains that it did not act wrongfully or unlawfully.

### 3. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of themselves and others who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

Both sides agreed to settle to avoid the cost, risk, and delay of litigation. The Court did not decide in favor of Plaintiffs or Clark. By settling, the parties avoid the cost and risk of a trial, and the people who qualify will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members.

### 5. How do I know if I am part of the settlement?

The Class includes all persons in California to whom Law Office of Rory W. Clark, A Professional Law Corporation mailed an initial debt collection communication that stated: “If you notify this firm within thirty (30) days after your receipt of this letter, that the debt or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you,” between June 1, 2014 and June 1, 2015, in connection with the collection of a consumer debt on behalf of Bank of America, N.A.

According to Clark’s records, you are a Class Member.

**6. What can I get from the settlement?**

Each person who does not exclude himself or herself will receive **\$10.00**.

Additionally, Clark has agreed to change its collection practices moving forward to notify consumers in its initial debt collection letters as follows: “If you notify this firm in writing within thirty (30) days after your receipt of this letter, that the debt or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you.”

**7. I want to be a part of the settlement and receive these benefits. What do I need to do?**

Nothing. Unless you take steps to exclude yourself from the settlement, you will receive these benefits.

**8. What am I giving up to get a payment or stay in the Class?**

Unless you exclude yourself, you remain in the Class, which means that you can’t individually sue Clark, or continue a lawsuit based on the claims settled in this case. If you stay in the Class, you will agree to “release and discharge” Clark as described in the Settlement Agreement.

**9. How do I get out of the settlement?**

If you don’t want a payment from this settlement, but you want to keep the right to individually sue Clark about the issues in this case, then you must take steps to get out of the settlement. To exclude yourself from the settlement, you must send a request by U.S. mail or electronic mail saying that you want to be excluded from *Daniel Schuchardt and Michelle Muggli v. Law Office of Rory W. Clark, A Professional Law Corporation*. You must include the case number (3:15-cv-01329), your full name, address, telephone number, email address (if available), and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. If by electronic mail, you must send your exclusion request to [aradbil@gdrlawfirm.com](mailto:aradbil@gdrlawfirm.com) **on or before [DATE] [60 days after deadline for dissemination of class notice]**. If by U.S. mail, you must send your request for exclusion **on or before [DATE] [within 60 days after deadline for dissemination of class notice]** to:

**Kurtzman Carson Consultants, LLC  
2335 Alaska Avenue  
El Segundo, CA 90245**

Submitting a timely and valid exclusion request in writing, whether by U.S. mail or electronic mail, is the only way to voluntarily exclude yourself from the settlement.

**10. If I don’t exclude myself, can I sue for the same thing later?**

No. Unless you exclude yourself, you give up any right to individually sue Clark or continue a lawsuit for the claims that this settlement resolves.

**11. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, you will not receive any payments, but you will have the right to sue Clark over the claims raised in this lawsuit, either on your own or as part of a different lawsuit.

**12. Do I have a lawyer in this case?**

The Court appointed Aaron D. Radbil of Greenwald Davidson Radbil PLLC to represent you and other Class Members as “Class Counsel.” You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**13. How will the lawyers and Class Representative be paid?**

Class Counsel will ask the Court for up to \$55,000.00, to be paid separately from monies paid to Class Members, to cover attorneys’ fees and reimbursement of their expenses. The Court may award less than this amount. Consistent with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir. 2010), Class Counsel will submit their petition for attorneys’ fees and expenses in advance of the exclusion and objection deadline so that class members may consider Class Counsel’s request before seeking exclusion or lodging an objection to the settlement. Class Counsel will submit their petition for attorneys’ fees and expenses no later than 30 days after notice is disseminated to class members. Class members must submit any objections or requests for exclusion within 60 days after notice is disseminated.

Separately, Clark will pay the Class Representatives \$1,000.00 each.

**14. How do I tell the Court if I don’t agree with the settlement?**

If you don’t want the Court to approve the settlement, you must file a written objection with the U.S. District Court for the Northern District of California and send a copy by electronic mail or U.S. mail to Class Counsel and Counsel for Clark, as noted below. You must include the name of the case and the case number, along with your full name, address, and telephone number; the specific reasons why you object to the settlement; whether you intend to appear at the fairness hearing on your own behalf or through counsel; and a list of any legal authority you intend to present at the fairness hearing. If you have a lawyer file an objection for you, he or she must follow all the rules of the U.S. District Court for the Northern District of California, and you must list the attorney’s name, address, bar number and telephone number in the written objection filed with the Court.

To object:

<p>File the objection with the Clerk of the Court at the address below <b>on or before [DATE]</b>.</p>	<p>Mail or email a copy of the objection to Class Counsel and Defense Counsel at the following addresses so that the correspondence is postmarked <b>on or before [DATE]</b>.</p>
--	---

Court	Plaintiffs' Counsel
<b>U.S. District Court for the Northern District of California San Francisco Courthouse 450 Golden Gate Avenue San Francisco, CA 94102</b>	<b>Aaron D. Radbil, Esq. Greenwald Davidson Radbil PLLC 106 East Sixth Street, Suite 913 Austin, TX 78701 <a href="mailto:aradbil@gdrilawfirm.com">aradbil@gdrilawfirm.com</a></b>
	<b>Clark's Counsel</b>
	<b>Matthew J. Kumar, Esq. Law Office of Rory W. Clark, A Professional Law Corp. 30699 Russell Ranch Road, Suite 215 Westlake Village, CA 91362 <a href="mailto:matthew@rwclarklaw.com">matthew@rwclarklaw.com</a></b>

**15. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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

The Court has scheduled a settlement approval hearing ("Settlement Approval Hearing") at [TIME] on [DATE] at the U.S. District Court for the Northern District of California, San Francisco Courthouse, Courtroom F – 15th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

**17. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to appear at your own expense.

**18. What happens if I do nothing at all?**

You will receive a settlement check for \$10.00. You will be bound by the terms of the settlement.

**20. How do I get more information about the settlement?**

This notice is only a summary of the proposed settlement of this lawsuit. All pleadings and documents filed with the Court, including the class action settlement agreement, may be reviewed or copied in the Clerk of Court, United States District Court for the Northern District of California.

In addition, relevant pleadings will be available on Class Counsel's website, [www.gdrllawfirm.com](http://www.gdrllawfirm.com)

**Please do not call the Judge about this case.** *Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, Clark's attorneys do not represent you and cannot give you legal advice. Please do not contact Clark about this lawsuit or settlement. If you have any questions, please contact Class Counsel.*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

DANIEL SCHUCHARDT and MICHELLE MUGGLI, *on behalf of themselves and others similarly situated,*

Plaintiffs,

vs.

LAW OFFICE OF RORY W. CLARK, A PROFESSIONAL LAW CORPORATION,

Defendant.

Case No.: 3:15-cv-01329-JSC

REQUEST FOR EXCLUSION

I wish to exclude myself from the settlement in this matter.

I understand that by excluding myself from the settlement in this matter I will not receive any payment and/or setoff that may ultimately result from the settlement.

My full name is: \_\_\_\_\_

My address is: \_\_\_\_\_

My telephone number is: \_\_\_\_\_

My email address is: \_\_\_\_\_

Signature: \_\_\_\_\_

*Please complete and mail this form, no later than [DATE] [60 days after deadline for dissemination of class notice], to:*

**Kurtzman Carson Consultants, LLC  
2335 Alaska Avenue  
El Segundo, CA 90245**

*In the alternative, you may send this form by electronic mail, no later than [DATE] [60 days after deadline for dissemination of class notice], to:*

- [aradbil@gdrllawfirm.com](mailto:aradbil@gdrllawfirm.com)