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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Christine Head, et al.,
Plaintiffs,
v.
Citigroup Incorporated, et al.,
Defendants.

No. CV-18-08189-PCT-ROS
ORDER

Plaintiffs filed an unopposed motion for preliminary approval of the proposed class action settlement in this case (Doc. 214, “Motion”). The Court has reviewed and considered the Motion and the terms and conditions of the Parties’ Settlement Agreement and Release (“Agreement”). The Court finds the Motion should be granted. Unless defined herein, all defined terms in this Order shall have the meanings ascribed to them in the Agreement.

Accordingly,

IT IS ORDERED Plaintiff’s unopposed motion for preliminary approval of the proposed class action settlement (Doc. 214) is **GRANTED** as set forth below.

IT IS FURTHER ORDERED:

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

1 2. The Court further finds that Plaintiffs and Class Counsel have adequately
2 represented, and will continue to adequately represent, the Settlement Class. The Court
3 further finds that the Settlement is procedurally fair, the product of arms' length, good faith
4 negotiations by the Parties through an experienced mediator, Hon. Steven Gold (Ret.) of
5 JAMS, and comes after more than five years of litigation and discovery and a detailed
6 investigation.

7 3. The Court preliminarily finds that the Settlement relief provided—a \$29.5
8 million non-reversionary settlement fund—is fair, reasonable, and adequate taking into
9 account, inter alia, the costs, risk, and delay of further litigation, trial and appeal, the alleged
10 harm to Settlement Class Members, the proposed method of distributing payments to the
11 Settlement Class, and the absence of any agreement required to be identified under Rule
12 23(e)(3). Defendant will fund the \$29.5 million non-reversionary settlement fund within
13 twenty-eight (28) days of the entry of this Order. Plaintiffs, in consultation with the Claims
14 Administrator, will cause the settlement fund to be invested in FDIC-insured, interest-
15 bearing account(s) for the benefit of Settlement Class Members.

16 4. The Court hereby amends, pursuant to Fed. R. Civ. P 23(a), 23(b)(3), and
17 23(e), the definition of the certified class as follows:

18 All persons and entities throughout the United States (1) to whom Citibank, N.A.
19 placed a call in connection with a past-due credit card account, (2) directed to a
20 number assigned to a cellular telephone service, but not assigned to a current or
21 former Citibank, N.A. customer or authorized user, (3) via its Aspect dialer and with
22 an artificial or prerecorded voice, (4) from August 15, 2014 through July 31, 2024.

23 5. The Court hereby appoints Robert Newton as an additional Class
24 Representative for the Settlement Class, in addition to Plaintiff Head.

25 6. Court re-affirms and re-designates the following attorneys as Class Counsel
26 for the Settlement Class:

27 Matthew Wilson
28 Meyer Wilson Co., LPA

1 305 W. Nationwide Blvd.
2 Columbus, OH 43215
3 Telephone: (614) 384-7031

4 Michael L. Greenwald
5 Greenwald Davidson Radbill PLLC
6 5550 Glades Road, Suite 500
7 Boca Raton, Florida 33431
8 (561) 826-5477

9 7. The Court hereby appoints Verita Global (f/k/a KCC) (“Verita”) as the
10 Claims Administrator for the Settlement and directs Verita to carry out all the duties and
11 responsibilities of the Claims Administrator as specified in the Settlement and herein.

12 **Notice Plan**

13 8. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the
14 proposed Notice Plan and procedures set forth at Sections 7-9 of the Agreement, including
15 the form and content of the proposed forms of notice to the Settlement Class attached as
16 Exhibit 1 to the Settlement and the proposed procedures for Settlement Class Members to
17 exclude themselves from the Settlement Class or object. The Court finds that the proposed
18 Notice Plan meets the requirements of due process under the United States Constitution
19 and Rule 23, and that such Notice Plan—which includes (i) direct postcard notice, (ii)
20 setting up a toll-free telephone number; and (iii) establishing a Settlement Website at the
21 web address of www.HeadTCPAsettlement.com, where Settlement Class Members can
22 view the full Agreement, the detailed long-form notice, and other key case documents. The
23 Court further finds that the proposed form and content of the notices is adequate and will
24 give the Settlement Class Members sufficient information to enable them to make informed
25 decisions as to the Settlement, including whether to object and whether to opt out. The
26 Court finds that the notices clearly and concisely state in plain, easily understood language,
27 inter alia: (a) the nature of the case; (b) the definition of the Settlement Class; (c) the class
28 claims and issues; (d) that a Settlement Class Member may enter an appearance through an
attorney if the member so desires; (e) that the Court will exclude from the Settlement Class

1 any member who timely and validly requests exclusion; (f) the time and manner for
2 submitting a claim, objecting to the Settlement, or requesting exclusion; and (g) the binding
3 effect of a class judgment on Settlement Class Members under Rule 23(c)(3).

4 9. The Court hereby directs the Parties and the Claims Administrator to
5 implement the Notice Plan as set forth in the Settlement.

6 10. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715,
7 Citibank shall promptly provide written notice of the proposed Settlement to the
8 appropriate authorities if it has not already done so.

9 11. No later than thirty (30) days after entry of this Order granting preliminary
10 approval to the Settlement (the “Settlement Notice Date”), the Claims Administrator shall
11 substantially complete: (i) the identification of Settlement Class Members; (ii) Mail Notice
12 via first class mail to Settlement Class Members. In the event that any Notices are returned
13 as non-deliverable, the Claim Administrator shall promptly re-mail any Notices that are
14 returned as non-deliverable with a forwarding address to such forwarding address.

15 12. No later than the Settlement Notice Date, the Claims Administrator shall
16 maintain and administer a dedicated Settlement Website and set up a toll-free telephone
17 number for receiving toll-free calls related to the Settlement.

18 13. No later than 14 days prior to the Final Approval Hearing, the Claims
19 Administrator shall; (a) file with the Court a declaration stating that the Class Notice
20 required by the Agreement has been disseminated in accordance with the terms of this
21 Preliminary Approval Order; and (b) file with the Court a final list of persons who
22 submitted timely and valid requests for exclusion from the Settlement Class.

23 **Claims Process**

24 14. Settlement Class Members shall be permitted to share in the Settlement Fund
25 paid by Citibank only after submitting a timely and valid Claim Form to the Claims
26 Administrator pursuant to the procedures outlined in Section 11.5 of the Agreement.

27 15. For a Claim Form to be considered valid, the Settlement Class Member shall
28 include: (1) their name and address; (2) their claim ID number; (3) the cellular telephone

1 number that the Settlement Class Member used or subscribed to during the Settlement
2 Class Period; (4) their signature; and (5) an affirmation that the Settlement Class Member
3 is not and was not a Citibank accountholder, customer, or authorized user and received a
4 call with an artificial or prerecorded voice from Citibank on their cellular telephone
5 between August 15, 2014 and July 31, 2024 concerning a past-due credit card account.

6 **Opt-Out and Objection Procedures**

7 16. Settlement Class Members who wish to either object to the Settlement or
8 request to be excluded from it must do so by the Objection Deadline and Opt-Out Deadline
9 of **November 20, 2024**, which are 75 days after the Settlement Notice Date. Settlement
10 Class Members may not both object and opt out. If a Settlement Class Member submits
11 both a Request for Exclusion and an objection, the Request for Exclusion will be
12 controlling.

13 17. To submit a Request for Exclusion (or opt-out), Settlement Class Members
14 must follow the directions in the Notice and send a compliant request to the Claims
15 Administrator at the address designated in the Class Notice by the Opt-Out Deadline. In
16 the Request for Exclusion, the Settlement Class Member must state his or her full name,
17 address, Claim ID number, cellular telephone number, provide a signature, and must state
18 in writing that he or she wishes to be excluded from the Settlement. No Request for
19 Exclusion will be valid unless all of the information described above is included. No
20 Settlement Class Member, or any person acting on behalf of or in concert or participation
21 with that Settlement Class Member, may exclude any other Settlement Class Member from
22 the Settlement Class.

23 18. If a timely and valid Request for Exclusion is made by a member of the
24 Settlement Class, then that person will not be a Settlement Class Member, will not be
25 entitled to any payment from the Settlement Fund, and the Agreement, Release, and Final
26 Judgment will not bind the excluded person.

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

1 concerning the Agreement and subject to the release in Section 14.1 of the Settlement
2 Agreement.

3 20. To object to the Settlement, Settlement Class Members must follow the
4 directions in the Notice and file a written objection with the Court by the Objection
5 Deadline. In the written objection, the objecting Settlement Class Member must provide:
6 (a) their name, address, Claim ID number, and cellular telephone phone number(s) at which
7 they received calls regarding a past-due Citibank credit card account; (b) a statement that
8 the objector is not, and never was, a Citibank customer or accountholder, nor an authorized
9 user of another person's Citibank account; (c) if represented by counsel, the name, address,
10 and telephone number of the objecting Settlement Class Member's counsel; (d) the specific
11 factual and legal grounds for the objection; (e) a signature; and (f) a statement of whether
12 the objecting Settlement Class Member intends to appear at the Final Approval Hearing,
13 either with or without counsel. Any documents that the objecting Settlement Class
14 Member wishes the Court to consider must also be attached to the objection. Any objection
15 shall identify any lawyer that represents the Settlement Class Member as to objection. No
16 objection will be valid unless all of the information required above is included. The right
17 to object to this Settlement must be exercised by an individual Settlement Class Member,
18 not by the act of another person acting or purporting to act in a representative capacity.
19 The Parties will have the right to depose any objector as to the basis and grounds of his or
20 her objection, and to assess the objector's membership in the Settlement Class and
21 standing.

22 21. Any Settlement Class Member who has filed a timely and valid objection
23 may appear at the Final Approval Hearing, either in person or through an attorney hired at
24 the Settlement Class Member's own expense, to object to the fairness, reasonableness, or
25 adequacy of the Settlement or the requests for attorneys' fees and the class representatives'
26 service awards. In addition to the foregoing, if an objecting Settlement Class Member or
27 his/her attorney requests permission to speak at the Final Approval Hearing, the written
28 objection filed with the Court must contain a detailed statement of the specific legal and

1 factual basis for each and every objection and a detailed description of any and all evidence
2 the Settlement Class Member may offer at the Final Approval Hearing, including any and
3 all exhibits which the Settlement Class Member may introduce at the Final Approval
4 Hearing.

5 22. Any Settlement Class Member who fails to file a timely and valid written
6 objection with the Court and notice of his or her intent to appear at the Final Approval
7 Hearing in accordance with the terms of this Order, and as detailed in the Notice, and at
8 the same time provide copies to Class Counsel and Defendant's Counsel, shall not be
9 permitted to object to the Agreement at the Final Approval Hearing, shall be foreclosed
10 from seeking any review of the Agreement by appeal or other means, shall be deemed to
11 have waived his, her, or its objections, and shall be forever barred from making any such
12 objections in the Action. All members of the Settlement Class, except those members of
13 the Settlement Class who submit timely and valid Requests for Exclusion, will be bound
14 by the Release set forth in section 14.1 of Agreement.

15 **Final Approval Hearing**

16 23. The Court will hold a Final Approval Hearing on **January 14, 2025 at 1:00**
17 **p.m.** (Mountain Standard time), in Courtroom 604 at the United States District Court for
18 the District of Arizona at the Sandra Day O'Connor U.S. Courthouse, 401 West
19 Washington Street, Phoenix, Arizona, or at such other date, time and place (including by
20 videoconference) later set by Court Order. At the Final Approval Hearing, the Court will,
21 among other things: (a) determine whether the Settlement should be finally approved by
22 the Court as fair, reasonable, and adequate, and in the best interests of the Settlement Class;
23 (b) determine whether Final Judgment should be entered pursuant to the Settlement,
24 dismissing this Action with prejudice and releasing all Released Claims; (c) determine
25 whether the Settlement Class should be finally certified; (d) rule on Class Counsel's motion
26 for attorneys' fees and expenses, and incentive awards to the Class Representatives; (e)
27 consider any timely and properly filed objections; and (f) consider any other matters
28 necessary in connection with the final approval of the Settlement.

1 24. By no later than thirty (30) days prior to the Final Approval Hearing, the
2 Parties shall file any motions for final Settlement Approval, including any responses to any
3 objections that are submitted. By no later than thirty (30) days after the Settlement Notice
4 Date, Plaintiffs and Class Counsel shall file their motion for attorneys' fees, expenses, and
5 service awards. Promptly after they are filed, these document(s) shall be posted on the
6 Settlement Website.

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

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

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

21 28. The Agreement and any and all negotiations, documents, and discussions
22 associated with it, will not be deemed or construed to be an admission or evidence of any
23 violation of any statute, law, rule, regulation, or principle of common law or equity, or of
24 any liability or wrongdoing, by Defendant, or the truth of any of the claims, and evidence
25 relating to the Agreement will not be discoverable or used, directly or indirectly, in any
26 way, whether in the Action or in any other action or proceeding, except for purposes of
27 demonstrating, describing, implementing, or enforcing the terms and conditions of the
28 Agreement, this Order, and the Final Judgment and Order of Dismissal.

1 29. If the Settlement is terminated or final approval does not occur for any
2 reason, the stay will be immediately terminated. If the Settlement is not approved or
3 consummated for any reason whatsoever, the Settlement and all proceedings in connection
4 with the Settlement will be without prejudice to the right of Defendant or the Settlement
5 Class Representatives to assert any right or position that could have been asserted if the
6 Agreement had never been reached or proposed to the Court. In such an event, the Parties
7 will return to the status quo ante in the Action and the certification of the Settlement Class
8 will be deemed vacated. The previously certified litigation class will be unaffected.

9 30. Pending the Final Approval Hearing, the Court hereby stays the continued
10 pursuit or prosecution of all Released Claims by Settlement Class Members, in this Court
11 or in any court, tribunal or proceeding, other than those proceedings necessary to carry out
12 or enforce the terms and conditions of the Settlement Agreement. Pursuant to 28 U.S.C. §§
13 1651(a) and 2283, the Court finds the issuance of this preliminary injunction as to
14 Settlement Class Members necessary and appropriate in aid of the Court's continuing
15 jurisdiction and authority. Such injunction shall remain in force until the Final Approval
16 Hearing or until such time as the Parties notify the Court that the Settlement has been
17 terminated.

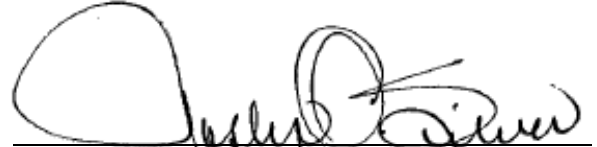
18 31. The following are the deadlines by which certain events must occur:

- 19 • **Settlement Notice Date:** September 6, 2024 (30 days after the Preliminary
20 Approval Order)
- 21 • **Last day for Plaintiffs and Class Counsel to file motion for attorneys' fees,
22 expenses, and service awards:** October 6, 2024 (30 days after Settlement
23 Notice Date)
- 24 • **Last day for Settlement Class Members to file Claim Forms, to Opt-Out, or
25 to Object:** November 20, 2024 (75 days after Settlement Notice Date)
- 26 • **Deadline for Plaintiffs to file Motion and Memorandum in Support of Final
27 Approval, including responses to any Objections:** December 16, 2024 (30
28 days before the Final Approval Hearing)

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- **Final Approval Hearing:** January 14, 2025 at 1:00 p.m. (four months after Settlement Notice Date).

Dated this 7th day of August, 2024.



Honorable Roslyn O. Silver
Senior United States District Judge