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10 Attorneys for Plaintiff
11 PAMELA SHEREÉ CHAMBERS

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SANTA CLARA**

14 PAMELA SHEREÉ CHAMBERS,
15 individually and on behalf of all others
16 similarly situated,

17 Plaintiff,

18 v.

19 CROWN ASSET MANAGEMENT, LLC, a
20 Georgia limited liability company; and DOES
21 1 through 10, inclusive,

22 Defendants.

23 Case No. 18CV338800
24 (Unlimited Civil Case)

25 Assigned for All Purposes to
26 The Honorable Theodore C. Zayner (Dept. 19)

27 **CLASS ACTION SETTLEMENT**
28 **AGREEMENT**

Pamela Shereé Chambers (“Plaintiff”) on the one hand, and Crown Asset Management, LLC (“Defendant”) on the other hand, enter into this arms-length agreement as follows:

1. RECITALS

1.1. On December 4, 2018, Plaintiff filed a class action complaint against Defendant.

1.2. Plaintiff’s Class Action Complaint for Statutory Damages (“Complaint”) alleged that Defendant violated the California Fair Debt Buying Practices Act, California Civil Code §§ 1788.50-1788.64.

1.3. Plaintiff and Defendant now intend to settle and finally resolve all claims that Plaintiff and the Class Members asserted against Defendant through the class action complaint. Defendant

1 disputes Plaintiff's and the Class Members' claims and make no admission of liability. However,
2 Plaintiff (on behalf of herself and the Class Members) and Defendant consider it desirable that the
3 action and the claims therein be settled upon the terms and conditions set forth in this Class Action
4 Settlement Agreement, in order to avoid further expense as well as burdensome and protracted
5 litigation.
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7 1.4. By resolving this matter, the parties intend to avoid the expense and inconvenience of
8 further litigation, and to buy peace. Plaintiff and the Class Members desire to settle their claims against
9 Defendant, having taken into account, through counsel for the Class and Plaintiff, the risks, delay and
10 difficulties involved in further litigation. Based on the foregoing, and upon an analysis of the benefits
11 which this Class Action Settlement Agreement affords the Class Members, Plaintiff and Class Counsel
12 consider it in the best interest of the Class to enter into this Settlement Agreement, and that the
13 Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class.
14

15 1.5. Aware of the substantial expense and delay likely associated with further litigation,
16 mindful of the limitations on any possible class-wide recovery, and given the inherent risks of litigation,
17 Plaintiff and counsel for Plaintiff and Class recognize that further litigation is not in the best interests of
18 the members of the Class.
19

20 1.6. Counsel for Plaintiff and the Class additionally believe, based on a significant amount of
21 experience, that the proposed class action settlement is fair, adequate, and reasonable, and Plaintiff
22 agrees.
23

24 1.7. Plaintiff and Defendant, prior to entering into this Agreement, engaged in extensive
25 arms-length negotiations and exchanges of information which resulted in an agreement on the principal
26 terms of this Class Action Settlement Agreement, and it is the desire and intent of the parties by
27 entering into this Class Action Settlement Agreement to effectuate the settlement, and to secure the
28

1 Court's approval of same.

2 **2. DEFINITIONS**

3 2.1. "Agreement" means this settlement agreement.

4 2.2. "Business day" means any day on which national banks are open for the conduct of
5 general business.

6 2.3. "Class" means the class certified herein on December 27, 2022, specifically:

7
8 All persons with addresses in California to whom McCarthy, Burgess & Wolff, Inc.,
9 sent, or caused to be sent, an initial written communication in the form of Exhibit "1"
10 [attached to Plaintiff's Class Action Complaint for Statutory Damages] on behalf of
11 CROWN ASSET MANAGEMENT, LLC in an attempt to collect a charged-off
12 consumer debt originally owed to Synchrony Bank, which was sold or resold to
13 CROWN on or after January 1, 2014, which were not returned as undeliverable by the
14 U.S. Post Office during the period December 4, 2017, through the date of class
15 certification.

16 2.4. "Class Counsel" means Fred W. Schwinn, Raeon R. Roulston, and Matthew C.
17 Salmonsens, of Consumer Law Center, Inc.

18 2.5. "Class Member(s)" mean persons who are part of the Class and who do not fall within a
19 relevant exception.

20 2.6. "Class Notice" means notice approved by the Court in form substantially similar to
21 Exhibit "1" attached hereto.

22 2.7. "Class Settlement Period" means the period of time from December 4, 2017, through
23 December 27, 2022.

24 2.8. "Order preliminarily approving the class action settlement agreement" means the order
25 preliminarily approving the class action settlement agreement, in a form substantially similar to the
26 attached Exhibit "2," or as modified by Court.

27 2.9. "Consummation Date" means the date on which the parties satisfy all of the obligations
28 and duties imposed by this Agreement.

1 2.10. "Court" means the Superior Court of California, County of Santa Clara.

2 2.11. "Finality Date" means the business day after which the Court enters final judgment, and
3 the time to appeal the final judgment expires without appeal, or any appeal is finally dismissed, or the
4 final judgment is affirmed and not subject to review by any court.
5

6 2.12. "Fairness Hearing" means the hearing the Court conducts under Rule 3.769(g) of the
7 California Rules of Court to consider the fairness, adequacy, and reasonableness of this Agreement.

8 2.13. "Final Order and Judgment" means the final order and judgment the Court enters
9 approving this Agreement as fair, adequate, and reasonable under Rule 3.769(e) of the California Rules
10 of Court, in form substantially similar to the Final Order and Judgment attached as Exhibit "3," or as
11 modified by the Court.
12

13 2.14. "Initial Notice Date" means the deadline to mail the Class Notice, which must not be
14 less than twenty-one days, or more than thirty-five days, after the Preliminary Approval Date.

15 2.15. "Preliminary Approval Date" means the date that the Court enters the Order
16 preliminarily approving the class action settlement agreement.
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18 2.16. "Released Claims" means all claims alleging violation of California Civil Code §
19 1788.52(d)(1) or similar or related claims or causes of action under state or federal law, arising from or
20 relating to collection letters mailed on behalf of Defendant in the form attached as Exhibit "1" to
21 Plaintiff's Class Action Complaint herein, which were mailed within the Class Settlement Period.
22

23 **3. CERTIFICATION AND NOTICE**

24 3.1. Within 30 days of full execution of this Agreement, the parties will file a joint motion to
25 preliminarily approve the class action settlement agreement.

26 3.2. The parties will also file along with that motion a proposed Class Notice, a proposed
27 Order preliminarily approving the class action settlement agreement, and a proposed Final Order and
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1 Judgment, in form substantially similar to Exhibits “1,” “2,” and “3” attached hereto.

2 3.3. The parties will not take any action inconsistent with the joint motion to preliminarily
3 approve the class action settlement agreement.

4 3.4. Within five (5) business days after full execution of this Agreement by all parties,
5 Defendant shall provide a complete list of the Class members to the designated settlement administrator
6 with a copy to Plaintiff. Not later than twenty-five (25) days following the Preliminary Approval Date,
7 the settlement administrator will mail the Class Notice to each Class Member. Prior to mailing the
8 notice, the settlement administrator shall obtain a current address for the Class Members by running the
9 last known address reflected in Defendant’s records for each Class Member through the U.S. Postal
10 Service National Change of Address database. The envelopes in which the settlement administrator
11 mails the class notice to the Class Members must include a notation requesting address correction. If
12 any notice is returned with a new address, the settlement administrator must resend the class notice to
13 the new address. The settlement administrator is not responsible for the postal service’s failure to timely
14 deliver the class notice to a particular Class Member, and the settlement administrator will not have any
15 obligation to resend a notice that is not returned by the postal service before the final Fairness Hearing.

16 3.5. Defendant will bear the cost of distributing the Class Notice, and related expenses (*e.g.*,
17 those associated with work necessary to identify current contact information for the Class Members),
18 subject to the terms and scope as set forth in paragraph 3.4, above.

19 3.6. Prior to the final Fairness Hearing, Defendant, by way of the settlement administrator,
20 will provide a sworn declaration attesting to proper service of the Class Notice.

21 3.7. Prior to the final Fairness Hearing, the parties will file a joint motion to finally approve
22 the class action settlement agreement.

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1 **4. CONSIDERATION**

2 4.1. Defendant will pay a class fund of \$158,095 as a *pro rata* distribution to the Class
3 Members pursuant to California Civil Code § 1788.62(b). Specifically, Defendant agrees to pay no less
4 than \$35.00 to each member of the Class.

5 4.2. Defendant shall pay Plaintiff \$1,000 in statutory damages, pursuant to Civil Code §§
6 1788.62(a)(2) and 1788.62(b).

7 4.3. The settlement checks by which Defendant will pay a *pro rata* distribution of the class
8 fund to each Class Member expire and become void 90 days after they are mailed.

9 4.4. If any settlement checks remain uncashed after 90 days from the date on which they
10 were mailed, the uncashed amount will be paid to the Katharine & George Alexander Community Law
11 Center in San Jose, California, as a *cy pres* recipient.

12 4.5. Defendant will pay a service award to Plaintiff in an amount not to exceed \$3,500, as
13 authorized by the Court.

14 4.6. Defendant shall select an appropriate class action administrator with approval from
15 Plaintiff, which will not be unreasonably withheld, and pay for all costs associated with Class Notice
16 and class administration; and

17 4.7. Defendant will pay attorneys' fees and costs to Class Counsel pursuant to California
18 Civil Code § 1788.62(c), as approved by the Court. Class Counsel will seek an award of attorney fees
19 and costs in an amount not to exceed \$250,000, and Defendant will not oppose such request. Any
20 application for approval of such reasonable attorneys' fees and costs will be made separately, upon
21 noticed motion, and determined at the Final Fairness Hearing, or at the Court's discretion.

22 **5. OPT-OUTS**

23 5.1. The Court entered an Order certifying the class in this case on December 27, 2022. A
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1 Class Notice has not been mailed to the class and there are no known opt-outs at this time.

2 **6. OBJECTIONS**

3 6.1. Any Class Member who wishes to object to the class action settlement set forth in this
4 Agreement must mail a written notice of objection to the Court, postmarked no more than sixty (60)
5 days after the Initial Notice Date. Alternatively, any Class Member may appear at the final approval
6 hearing and object orally without providing any written objection.
7

8 6.2. Through his or her notice, and subject to the Court’s approval, a Class Member must
9 include the case name and case number for this action, along with his or her (a) full name, (b) address,
10 (c) telephone number, (d) a statement of each objection, (e) a description of the facts and law
11 underlying each objection, (f) a statement noting whether the Class Member intends to appear at the
12 Fairness Hearing, (g) a list of all witnesses that the Class Member intends to call by live testimony,
13 deposition testimony, or affidavit or declaration testimony, and (h) a list of exhibits that the Class
14 Member intends to present at the final Fairness Hearing.
15

16 6.3. Class Members who do not submit a timely objection will be barred from seeking review
17 of the proposed class action settlement by appeal, or otherwise.
18

19 **7. RELEASE**

20 7.1. Upon the Court’s entry of Final Order and Judgment, each Class Member, and Plaintiff,
21 will release and forever discharge Defendant and all of Defendant’ principals, members, subsidiaries,
22 partners, officers, directors, shareholders, managers, employees, agents, representatives, successors,
23 assigns, attorneys, and vendors, and its insurance carriers (collectively “the Released Parties”), from the
24 Released Claims. This release includes “unknown claims” which encompass any and all claims alleging
25 violation of California Civil Code § 1788.52(d)(1), or similar or related claims or causes of action under
26 state or federal law, arising from or relating to collection letters mailed on behalf of Defendant in the
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1 form attached as Exhibit “1” to Plaintiff’s Complaint herein, that Plaintiff or any Class Member does
2 not know or even suspect to exist against any of the Released Parties, which, if known, might have
3 affected his or her decision regarding the settlement of this matter. Plaintiff further acknowledges, and
4 the Class Members shall be deemed to acknowledge, that they may hereafter discover facts in addition
5 to or different from those that they now know or believe to be true concerning the subject matter of this
6 release, but nevertheless fully, finally, and forever settle and release any and all Released Claims,
7 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have
8 existed, or could have existed, through the effective date of this Agreement, based upon actions or
9 conduct occurring on or before the date of this Agreement, without regard to subsequent discovery or
10 existence of such different or additional facts concerning each of the Released Parties. Without limiting
11 the scope of the foregoing, Plaintiff and Class Members intend this release to be broad enough to
12 include a waiver of all their rights under section 1542 of the California Civil Code with respect to any
13 alleged violation of California Civil Code § 1788.52(d)(1), or similar or related claims or causes of
14 action under state or federal law, arising from or relating to collection letters mailed on behalf of
15 Defendant in the form attached as Exhibit “1” to Plaintiff’s Complaint herein.

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19 7.2. Plaintiff and Defendant agree that nothing in this settlement should affect any potential
20 subrogation or indemnification claims that Defendant has or may have against any third-party.

21 **8. EXCLUSIVE REMEDY**

22 8.1. The relief included in this Agreement is the exclusive remedy of recovery for the
23 Released Claims.

24 **9. ATTORNEYS’ FEES, COSTS, AND EXPENSES**

25 9.1. Class Counsel will seek an award of attorneys’ fees, costs, and expenses. The application
26 for approval of such reasonable attorneys’ fees, costs, and expenses will be made separately, and
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1 determined at the Fairness Hearing, or at the Court's discretion.

2 9.2. Any Class Member may choose to obtain representation by counsel of his or her
3 choosing, but such Class Member is solely responsible for attorneys' fees, costs, and expenses incurred
4 or accrued by such counsel.

5 9.3. The Court's order regarding an award of attorneys' fees, costs, and expenses to Class
6 Counsel will not, in any event, affect the finality of the settlement of this matter.
7

8 **10. NO ADMISSION OF LIABILITY**

9 10.1. Plaintiff and Defendant agree that this Agreement does not constitute an admission by
10 Defendant that Plaintiff's claims or allegations are true or correct.
11

12 10.2. In the event this settlement is not approved, Defendant retain any and all rights to object
13 to the maintenance of this action, or any other action, as a class action and to contest this action, or any
14 other action, on any other grounds.

15 **11. REPRESENTATIONS AND WARRANTIES**

16 11.1. Class Counsel believes that the class action settlement embodied by this Agreement is in
17 the best interests of the Class Members.
18

19 11.2. Plaintiff warrants that:

20 On the date that this Agreement is executed, she owns the claims that she asserts in
21 connection with this matter, and that she has not assigned, pledged (except to her
22 attorneys), sold or otherwise transferred her claims (or an interest in such claims), and
23 that on the Finality Date, she will own her claims free and clear of any and all liens,
24 claims, charges, security interests or other encumbrances of any nature whatsoever,
25 except for any contingent legal fees and expenses. Plaintiff agrees and covenants, and
26 each Class Member will be deemed to have agreed and covenanted, not to sue any
27 released party with respect to any of the Released Claims, or otherwise to assist others in
28 doing so, and agree to be forever barred from doing so, in any court of law or equity, or
any other forum.

27 **12. APPEALS**

28 12.1. If a Class Member appeals the Final Order and Judgment, the parties will not take any

1 position inconsistent with this Agreement on appeal.

2 12.2. Nothing contained in this Agreement is intended to preclude Plaintiff, Defendant, or
3 Class Counsel, from appealing any order inconsistent with this Agreement.

4 **13. TERMINATION**

5 13.1. After completing a good faith negotiation, the parties will each have the right to
6 terminate this Agreement by providing written notice to the other within twenty (20) days of following:
7 (a) the Court's refusal to enter an Order preliminarily approving the Class Action Settlement
8 Agreement in substantially the form attached as Exhibit "2," (b) receipt of requests for exclusion from
9 more than 10% (*i.e.* 452) of the approximately 4,516 Class members besides Plaintiff, or (c) the Court's
10 refusal to approve the settlement following notice to the Class Members and the Fairness Hearing.
11

12 13.2. If either party terminates this Agreement, Plaintiff, the Class Members, and Defendant
13 will be returned to the position they were in prior to execution of this Agreement, with the same rights
14 and interests as they had prior to execution of this Agreement.
15

16 **14. DISTRIBUTION OF SETTLEMENT FUNDS**

17 14.1. Within 30 days of the Finality Date, Defendant will distribute to Plaintiff and Class
18 Counsel funds due them pursuant to the Court's approval orders.
19

20 14.2. Within 30 days of the Finality Date, Defendant, through the settlement administrator,
21 will distribute funds due the Class Members.
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23 **15. MISCELLANEOUS PROVISIONS**

24 15.1. This Agreement is the entire agreement between Plaintiff and Defendant. All antecedent
25 and contemporaneous extrinsic representations, warranties, or collateral provisions concerning the
26 negotiation and preparation of this Agreement are intended to be discharged and nullified.

27 15.2. Neither Plaintiff nor Defendant may modify this Agreement, except by a writing, that
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1 Plaintiff and Defendant execute, and that the Court approves.

2 15.3. All notices required by this Agreement, between Plaintiff, Defendant, Class Counsel,
3 and Defendant' counsel, must be sent by first class U.S. mail, by hand delivery, facsimile, or e-mail to:

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5 Fred W. Schwinn (SBN 225575)
fred.schwinn@sjconsumerlaw.com
6 Raeon R. Roulston (SBN 255622)
raeon.roulston@sjconsumerlaw.com
7 Matthew C. Salmonsén (SBN 302854)
matthew.salmonsén@sjconsumerlaw.com
8 CONSUMER LAW CENTER, INC.
9 38 West Santa Clara Street
San Jose, California 95113-1806
10 Telephone: (408) 294-6100
11 Facsimile: (408) 294-6190

James K. Schultz (SBN 309945)
jschultz@sessions.legal
Brian C. Shartle (Pro Hac Vice)
bshartle@sessions.legal
Kenneth A. Ohashi (Pro Hac Vice)
kohashi@sessions.legal
SESSIONS, ISRAEL & SHARTLE, LLP
1545 Hotel Circle South, Suite 150
San Diego, California 92108
Telephone: (619) 296-2018
Facsimile: (312) 578-0991

12 15.4. Section headings in this Agreement are for convenience and reference only, and not to
13 be taken to be a part of the provisions of this Agreement, and do not control or affect meanings,
14 constructions or the provisions of this Agreement.

15 15.5. Plaintiff and Defendant will exercise their best efforts to take all steps and expend all
16 efforts that may become necessary to effectuate this Agreement.

17
18 15.6. Plaintiff and Defendant will be deemed to have drafted this Agreement equally, and
19 neither it, nor any related documents, will be construed strictly against Plaintiff or Defendant.

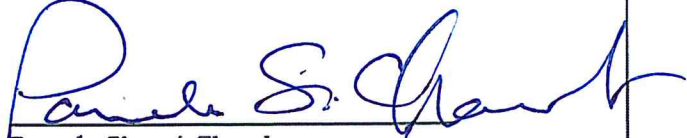
20 15.7. Plaintiff and Defendant, and their counsel, may sign this Agreement in counterparts, and
21 the separate signature pages may be combined to create a binding document, which constitutes one
22 instrument.

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Signatures follow below:

Dated: 7/24/2023


Pamela Shereé Chambers
individually and on behalf of the Class

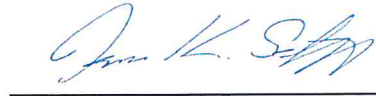
Dated: July 21, 2023


Fred W. Schwinn (SBN 225575)
Class Counsel

Dated: _____


Crown Asset Management, LLC
By: Brian K. Williams

Dated: 7/19/23


James K. Schultz (SBN 309945)
Counsel for Crown Asset Management, LLC

CHAMBERS v. CROWN ASSET MANAGEMENT, LLC
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
Case No. 18CV338800

THIS IS TO NOTIFY YOU THAT YOU ARE A CLASS MEMBER IN THE ABOVE CLASS ACTION AND THAT THE PARTIES HAVE REACHED A SETTLEMENT IN THE ABOVE CLASS ACTION. THIS IS NOT A BILL

THIS NOTICE EXPLAINS:

- A. The lawsuit
- B. The settlement
- C. Your rights
- D. Further court proceedings
- E. Additional information

A. THE LAWSUIT

Pamela S. Chambers (“Plaintiff”) filed a class action lawsuit against Crown Asset Management, LLC (“Defendant”) in the Superior Court of California, County of Santa Clara, alleging violations of the California Fair Debt Buying Practices Act, California Civil Code §§ 1788.50-1788.64. Plaintiff alleged that Defendant’s collection letters failed to include the notice required by California Civil Code § 1788.52(d)(1) in 12-point or larger type. On December 27, 2022, the Court certified this case to proceed as a class action. The class is defined as follows:

All persons with addresses in California to whom McCarthy, Burgess & Wolff, Inc., sent, or caused to be sent, an initial written communication in the form of Exhibit “1” to Plaintiff’s Class Action Complaint for Statutory Damages, on behalf of Defendant, in an attempt to collect a charged-off consumer debt originally owed to Synchrony Bank, which was sold or resold to Defendant on or after January 1, 2014, which were not returned as undeliverable by the U.S. Post Office during the period December 4, 2017, through December 27, 2022.

Excluded from the Class would be any officers, directors or legal representatives of Defendant, and any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

There are approximately 4,517 class members.

YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THIS CLASS

The Court has ruled that: (1) the Class Action Settlement Agreement is preliminarily approved; (2) this case has been certified as a class action; (3) this notice is to be sent to all members of the Class; (4) the Class, through this notice, shall be advised of the right to object to the settlement; and (5) you will be bound by the terms and conditions of the settlement.

B. THE SETTLEMENT

Plaintiff and Defendant agreed to settle this case as outlined below. Defendant denies the allegations in the Complaint, and this settlement is not an admission of liability or wrongdoing by Defendant. Plaintiff believes in the merits of her claims.

However, the parties are willing to enter into the settlement to avoid the further expense and inconvenience of litigation.

Potential Recovery

1. Defendant will pay a class fund of \$158,095 as a *pro rata* distribution to the 4,517 Class Members pursuant to California Civil Code § 1788.17. Specifically, Defendant will pay Class Members no less than \$35 each. Any money that is not claimed by the Class Members will be paid to Katharine & George Alexander Community Law Center in San Jose, California as a *cy pres* fund.

2. Defendant will pay \$1,000.00 to Plaintiff, as statutory damages.

3. Defendant will pay Plaintiff up to \$3,500.00 as a service award for her work on behalf of the class, to the extent authorized by the Court.

4. Defendant will pay for all costs associated with Class Notice and Class administration.

5. Defendant will pay reasonable attorneys’ fees and costs to Class Counsel, Consumer Law Center, Inc., as approved by the Court. Class Counsel will seek an award of attorney fees and costs in an amount not to exceed \$250,000, and Defendant will not oppose such request. The application for approval of attorneys’ fees and costs will be made separately and determined at the Final Fairness Hearing. Class Counsel’s attorney fees and costs were separately negotiated from, and are in addition to, the payments to Class Members and Plaintiff.

Release of Claims Against Defendant

If the terms of this Class Settlement are approved by the Court, you release Defendant, and all of their respective principals, members, subsidiaries, partners, officers, directors, shareholders, managers, employees, agents, representatives, successors, assigns, attorneys, vendors, and their insurance carriers, from “all claims alleging violation of California Civil Code § 1788.52(d)(1) or similar or related claims or causes of action under state or federal law, arising from or relating to collection letters mailed on behalf of Defendant in the form attached as Exhibit “1” to Plaintiff’s Class Action Complaint herein, which were mailed within the Class Settlement Period.”

C. YOUR RIGHTS

1. How to Participate as a Member of the Class

If you wish to participate as a member of this Class, you do not need to do anything.

2. How to Be Excluded from the Class

If you do not want to participate in this class action, you must notify the Class Administrator, [address], in writing that you wish to be excluded from this Class, along with your name and address. The case name and case number are in the upper left hand corner of this Notice. Any request to be excluded from this Class must be postmarked and mailed no later than [60 days from the date of mailing]. If you ask to be excluded, you will not be part of the suit or get any further notices, and you will not share in the Class recovery.

3. Your Right to Intervene or File an Appearance

You have the right to file an appearance or intervene (participate as a named plaintiff) in this case through your own attorney. However, it is not necessary to appear or intervene in order to receive your share of the recovery. If you do want to intervene or appear through your own attorney, you must do so no later than [60 days after the date of mailing of this notice – same as opt out date]. Otherwise, you will be represented by Class Counsel at any hearing and all further court proceedings. You will not be charged for representation by Class Counsel.

4. Your Right to Object

As a Class Member, you may object to any part of the settlement in writing, or at a court hearing. If in writing, you must mail a written notice of objection to the Court, postmarked no later than [60 days after the date of mailing of this notice]. Alternatively, you may appear at the final Fairness Hearing and object orally without providing any written objection. The Court’s Docket has more information about the settlement approval process.

D. FURTHER COURT PROCEEDINGS

A Final Fairness Hearing will be held before Judge Theodore C. Zayner (Dept. 19) on [redacted] at [redacted].

Class Members may attend the hearing in person, or remotely. Remote hearings are currently being conducted via Microsoft Teams, or the Court’s toll-free telephone conference service. Class Members who wish to appear at the Final Fairness Hearing remotely may contact Class Counsel for assistance regarding telephonic appearances, or visit the “Remote Hearing Links” section on the Court’s website, which is located at: <https://www.sccscourt.org>.

Judge Zayner will decide if the proposed settlement is reasonable, adequate, and fair. If approved, the settlement will be completed and the distributions paid as stated above.

E. ADDITIONAL INFORMATION

If you would like more information about this notice or this litigation, you may contact Class Counsel at:

Fred W. Schwinn
Raeon R. Roulston
Matthew C. Salmonsens
Consumer Law Center, Inc.
38 West Santa Clara Street
San Jose, California 95113-1806
Telephone: 408-294-6100
Email: info@sjconsumerlaw.com

EXHIBIT
1

The papers filed in this case are available for inspection and copying in the office of the Clerk of the Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, at your own expense.

Please do not call the Judge or Clerk of the Court. They will not be able to give you advice about this case.

1 Fred W. Schwinn (SBN 225575)
2 Raeon R. Roulston (SBN 255622)
3 Matthew C. Salmonsén (SBN 302854)
4 CONSUMER LAW CENTER, INC.
5 38 West Santa Clara Street
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9 Email Address: fred.schwinn@sjconsumerlaw.com

10 Attorneys for Plaintiff
11 PAMELA SHEREÉ CHAMBERS

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SANTA CLARA**

14 PAMELA SHEREÉ CHAMBERS,
15 individually and on behalf of all others
16 similarly situated,

17 Plaintiff,

18 v.

19 CROWN ASSET MANAGEMENT, LLC,
20 a Georgia limited liability company; and
21 DOES 1 through 10, inclusive,

22 Defendants.

23 Case No. 18CV338800
(Unlimited Civil Case)

24 Assigned for All Purposes to
25 The Honorable Theodore C. Zayner (Dept. 19)

26 **[PROPOSED] ORDER PRELIMINARILY
27 APPROVING CLASS ACTION
28 SETTLEMENT**

Plaintiff, PAMELA SHEREÉ CHAMBERS, and Defendant, CROWN ASSET MANAGEMENT, LLC (collectively “the Parties”), have reached a proposed settlement, and accordingly seek preliminary approval of their proposed settlement.

This Court heard argument on the Parties’ joint motion to preliminarily approve the Parties’ proposed class action settlement on _____, 2023.

Having considered the Parties’ joint motion, the terms of the proposed settlement set forth in the Settlement Agreement, and the statements of counsel at the hearing, the Court preliminarily approves the proposed settlement.

The material terms of the parties’ settlement are as follows:

**EXHIBIT
2**

- 1 ● Defendant will pay a class fund of \$158,095 as a *pro rata* distribution to the Class Members
2 pursuant to California Civil Code § 1788.62(b). Specifically, Defendant agrees to pay no less
3 than \$35.00 to each member of the Class.
- 4 ● Defendant will pay Plaintiff \$1,000 in statutory damages, pursuant to Civil Code §§ 1788.62(a)
5 (2) and 1788.62(b)
- 6 ● Defendant will pay a service award to Plaintiff in an amount not to exceed \$3,500, as authorized
7 by the Court.
- 8 ● Defendant will pay for all costs associated with Class Notice and class administration; and
- 9 ● Defendant will pay attorneys' fees and costs to Class Counsel pursuant to Civil Code §
10 1788.62(c), as approved by the Court. Class Counsel will seek an award of attorney fees and
11 costs in an amount not to exceed \$250,000, and Defendant will not oppose such request. The
12 application for approval of such attorneys' fees and costs will be made separately, upon noticed
13 motion, and determined at the Final Fairness Hearing, or at the Court's discretion.

14 This Court further finds that it may finally approve the Parties' proposed settlement, as it is fair,
15 adequate, and reasonable, and because the Parties reached their proposed agreement as a result of
16 intensive, non-collusive, arm's-length negotiations. See, e.g., *Dunk v. Ford Motor Co.* (1996) 48
17 Cal.App.4th 1794, 1801; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45.

18 This Court will hold a Final Approval Hearing on _____, 2023, at _____, in
19 Department 19 of the Santa Clara Superior Court, located at 161 North First Street, California 95113, to
20 determine whether the proposed Settlement Agreement is fair, reasonable and adequate and whether
21 this Court should finally approve the Parties' proposed settlement, and to resolve all related matters.

22 This Court approves as to form and content, the Parties' proposed notice of class action
23 settlement, attached hereto as Exhibit "1."

24 This Court orders that the notice of class action settlement must be distributed as follows: Not
25 later than twenty-five (25) days following the Preliminary Approval Date, the settlement administrator
26 will mail the Class Notice to each Class Member. Prior to mailing the notice, the settlement
27 administrator shall obtain a current address for the Class Members by running the last known address
28 reflected in Defendant's records for each Class Member through the U.S. Postal Service National
Change of Address database. The envelopes in which the settlement administrator mails the class notice

1 to the Class Members must include a notation requesting address correction. If any notice is returned
2 with a new address, the settlement administrator must resend the class notice to the new address. The
3 settlement administrator is not responsible for the postal service's failure to timely deliver the class
4 notice to a particular Class Member, and the settlement administrator will not have any obligation to
5 resend a notice that is not returned by the postal service before the final Fairness Hearing.
6

7 This Court finds that the Parties' proposed notice of class action settlement, and the ordered
8 distribution thereof, meets the requirements of due process under the Constitution and California Rules
9 of Court 3.766, that it is the best practicable under the circumstances, and that it constitutes due and
10 sufficient notice to all persons entitled to notice of class action settlement.
11

12 This Court finds that the Parties' proposed notice of class action settlement is adequate and will
13 give all class members sufficient information to enable them to make informed decisions as to the
14 Parties' proposed settlement, and the right to object to, or opt-out of, it.

15 This Court has established that the class definition is as follows:

16 All persons with addresses in California to whom McCarthy, Burgess & Wolff, Inc.,
17 sent, or caused to be sent, an initial written communication in the form of Exhibit "1" to
18 Plaintiff's Class Action Complaint for Statutory Damages, on behalf of Defendant, in an
19 attempt to collect a charged-off consumer debt originally owed to Synchrony Bank,
20 which was sold or resold to Defendant on or after January 1, 2014, which were not
returned as undeliverable by the U.S. Post Office during the period December 4, 2017,
through December 27, 2022.

21 Any Class member who wishes to exclude himself or herself from the class action settlement
22 embodied by the Parties' Agreement must mail a written request for exclusion to the settlement
23 administrator, postmarked no later than sixty (60) days after the preliminary approval date. Through his
24 or her request, a class member must include the case name and case number, along with his or her (a)
25 full name, (b) address, (c) telephone number, and (d) a statement that he or she wishes to be excluded
26 from the class action settlement. Any Class member who submits a valid request for exclusion will
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1 neither be bound by the terms of the Parties' proposed settlement, nor receive any of the benefits of the
2 settlement.

3 Any Class member who wishes to object to the class action settlement set forth in the Parties'
4 Agreement must mail a written notice of objection to the Court, postmarked no more than sixty (60)
5 days after the date of mailing. Through his or her notice, and subject to the Court's approval, a Class
6 member must include the case name and case number for this action, along with his or her (a) full
7 name, (b) address, (c) telephone number, (d) a statement of each objection, (e) a description of the facts
8 and law underlying each objection, (f) a statement noting whether the Class member intends to appear
9 at the fairness hearing, (g) a list of all witnesses that the Class member intends to call by live testimony,
10 deposition testimony, or affidavit or declaration testimony, and (h) a list of exhibits that the Class
11 member intends to present at the final Fairness Hearing.
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13
14 Notwithstanding the foregoing, any Class member may appear at the Final Fairness Hearing and
15 object to the settlement embodied in the Parties' Agreement even if no written objection has been
16 submitted and no prior notice has been given.

17
18 If the Parties' settlement agreement is terminated pursuant to its terms, or if this Court does not
19 finally approve the Parties' proposed settlement, Plaintiff, the Class members, and Defendant will be
20 returned to the position they were in prior to execution of their settlement agreement, with the same
21 status quo rights and interests as they had prior to execution their settlement agreement.

22 IT IS SO ORDERED.

23
24 Dated: _____

The Honorable Theodore C. Zayner
Judge of the Superior Court

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10 Attorneys for Plaintiff
11 PAMELA SHEREÉ CHAMBERS

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SANTA CLARA**

14 **EXHIBIT**

15 **3**

16 PAMELA SHEREÉ CHAMBERS,
17 individually and on behalf of all others
18 similarly situated,

19 Plaintiff,

20 v.

21 CROWN ASSET MANAGEMENT, LLC,
22 a Georgia limited liability company; and
23 DOES 1 through 10, inclusive,

24 Defendants.

25 Case No. 18CV338800
26 (Unlimited Civil Case)

27 Assigned for All Purposes to
28 The Honorable Theodore C. Zayner (Dept. 19)

**[PROPOSED] ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT**

On December 4, 2018, Plaintiff and Class Representative, PAMELA SHEREÉ CHAMBERS, (“Plaintiff”) filed her Class Action Complaint for Statutory Damages (“Complaint”) in the above-captioned class action lawsuit (“Lawsuit”), against Defendant, CROWN ASSET MANAGEMENT, LLC (collectively with Plaintiff, the “Parties”). Plaintiff alleged that Defendant violated the California Fair Debt Buying Practices Act, California Civil Code §§ 1788.50-1788.64.

Defendant disputes Plaintiff’s and the Class Members’ claims and makes no admission of liability.

On June 13, 2023, three days before the scheduled Mediation with the Hon. Leslie C. Nichols (Ret.) the Parties reached a settlement agreement. The Parties thereafter entered into a Class Action

1 Settlement Agreement (the “Agreement”).

2 On _____, 2023, the Parties filed the Agreement, along with their Joint
3 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Motion”).

4 On _____, 2023, this Court preliminarily approved the Parties’ proposed
5 settlement.

6 On _____, 2023, the settlement administrator distributed notice of the
7 Parties’ proposed class settlement, as ordered.

8 On _____, 2023, the Parties filed their motion to finally approve the Parties’
9 proposed settlement.

10 On _____, 2023, this Court held a fairness hearing regarding Plaintiff and
11 Defendant’s proposed settlement.

12 Having considered the Parties’ Joint Motion, this Court finally approves Plaintiff and
13 Defendant’s proposed settlement.

14 This Court also confirms that it has jurisdiction over this matter and the parties to it. This Court
15 has established that the class definition is as follows:

16 All persons with addresses in California to whom McCarthy, Burgess & Wolff, Inc.,
17 sent, or caused to be sent, an initial written communication in the form of Exhibit “1” to
18 Plaintiff’s Class Action Complaint for Statutory Damages, on behalf of Defendant, in an
19 attempt to collect a charged-off consumer debt originally owed to Synchrony Bank,
20 which was sold or resold to Defendant on or after January 1, 2014, which were not
21 returned as undeliverable by the U.S. Post Office during the period December 4, 2017,
22 through December 27, 2022.

23 Previously, on December 27, 2022, this case was certified to proceed as a class action. See, *e.g.*,
24 *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-08 (“Particularly in class action suits, there
25 is overriding public interest in favor of settlement”) (internal quotations and citations omitted); *In re*
26 *Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723 n.14 (“Public policy generally favors the
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28

1 compromise of complex class action litigation.”); *7-Eleven Owners for Fair Franchising v. Southland*
2 *Corp.* (2000) 85 Cal.App.4th 1135, 1151 (“[W]e note that a voluntary conciliation and settlement are
3 the preferred means of dispute resolution. This is especially true in complex class action litigation ...”)
4 (*internal quotations and citations omitted*).

5
6 This Court approves the terms of the Parties’ settlement, the material terms of which include,
7 but are not limited to:

- 8 1. Defendant will pay a class fund of \$158,095 as a pro rata distribution to the Class Members
9 pursuant to California Civil Code § 1788.62(b). Specifically, Defendant agrees to pay no
10 less than \$35.00 to each member of the Class;
- 11 2. Defendant will pay Plaintiff \$1,000 in statutory damages, pursuant to Civil Code §§
12 1788.62(a)(2) and 1788.62(b);
- 13 3. Defendant will pay a service award to Plaintiff in an amount not to exceed \$3,500, as
14 authorized by the Court;
- 15 4. Defendant will pay for all costs associated with Class Notice and class administration; and
- 16 5. Defendant will pay attorneys’ fees and costs to Class Counsel pursuant to Civil Code §
17 1788.62(c), as approved by the Court. Class Counsel will seek an award of attorney fees and
18 costs in an amount not to exceed \$250,000, and Defendant will not oppose such request. The
19 application for approval of such attorneys’ fees and costs will be made separately, upon
20 noticed motion, and determined at the Final Fairness Hearing, or at the Court’s discretion.
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23 This Court additionally finds that the Parties’ notice of class action settlement, and the
24 distribution thereof, satisfied the requirements of due process under the California Constitution and
25 under Rule 3.769 of the California Rules of Court, that it was the best practicable under the
26 circumstances, and that it constitutes due and sufficient notice to all persons entitled to notice of class
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1 action settlement.

2 This Court similarly finds that the Parties' notice of class action settlement was adequate and
3 gave all class members sufficient information to enable them to make informed decisions as to the
4 Parties' proposed settlement, and the right to object to, or opt-out of, it.

5 This Court additionally finds that Plaintiff's and Defendant's settlement, on the terms and
6 conditions set forth in their class action settlement agreement, is in all respects fundamentally fair,
7 reasonable, adequate, and in the best interests of the class members. *Wershba v. Apple Computer, Inc.*,
8 (2001) 91 Cal.App.4th 224, 244-45 ("In determining whether a class settlement is fair, adequate and
9 reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the
10 risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action
11 status through trial, the amount offered in settlement, the extent of discovery completed and the stage of
12 the proceedings, the experience and views of counsel, the presence of a governmental participant, and
13 the reaction of the class members to the proposed settlement.").

14 This Court finds that the class members were given a fair and reasonable opportunity to object
15 to the settlement. ___ class members objected to the settlement. __ Class Members made a request for
16 exclusion from the settlement. This order is binding on all Class Members.

17 This Court approves the release language set forth in the Parties' class action settlement
18 agreement. The released claims are consequently compromised, settled, released, discharged, and
19 dismissed with prejudice by virtue of these proceedings and this order.

20 Plaintiff, the Class Members, and all of their heirs, executors, administrators, successors,
21 assigns, and any person or entity acting for, on behalf of, or for the benefit of any such persons are
22 hereby permanently enjoined from suing upon, pursuing, or demanding any legal or equitable relief for
23 any of the released claims, save and except for the compensation set forth above.
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1 This action is dismissed with prejudice as to all other issues and as to all parties and claims.

2 This court retains continuing and exclusive jurisdiction over the Parties and all matters relating this
3 matter, including the administration, interpretation, construction, effectuation, enforcement, and
4 consummation of the settlement and this order.

5 IT IS SO ORDERED.

6
7 Dated: _____

8 _____
9 The Honorable Theodore C. Zayner
10 Judge of the Superior Court