

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

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If you received a phone call on your cellular phone from, or on behalf of, Educational Financial Solutions, LLC d/b/a Campus Debt Solutions (“CDS”) then you may be entitled to payment from a class action settlement.

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*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION.**

- A Settlement has been reached in a class action lawsuit involving allegations that Defendants CDS and other defendants named below (“Defendants”) allegedly placed telephone calls to cellular telephones, advertising CDS’s student loan consolidation and loan forgiveness services, using an automated telephone dialing system (“ATDS”), or artificial or prerecorded voice, without providing prior express written consent to receive such phone calls, since October 16, 2013, in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227. Defendants deny all allegations of wrongdoing in the lawsuit. The Court has not decided who is right.
- The total amount of the Settlement Fund is \$1,100,000.00. The cost to administer the Settlement, attorneys’ fees and costs, and payment of a Service Award to the Class Representative will come out of the Settlement Fund. The amount remaining after deducting these amounts will be paid *pro rata* to Settlement Class Members for whom the Settlement Administrator has obtained mailing addresses. It is estimated that each Settlement Class Member will receive approximately \$20.00.
- In addition, the Settlement enjoins Defendants from using an ATDS to place telemarketing calls on behalf of CDS without obtaining prior express written consent.
- Please Read This Notice Carefully, As It Affects Your Legal Rights.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>RECEIVE SETTLEMENT BENEFITS</b>	If you received notice of this Settlement in the mail, then you will be mailed a Benefit Check without doing anything further. You have the option of updating your address at: <a href="http://www.CDSphonecallsettlement.com/addressupdate">www.CDSphonecallsettlement.com/addressupdate</a> . If you <i>only</i> received notice of this Settlement by email and <i>did not</i> receive notice of this Settlement by mail, then, in order to be mailed a Benefit Check, you will need to provide your address at: <a href="http://www.CDSphonecallsettlement.com/addressupdate">www.CDSphonecallsettlement.com/addressupdate</a> .
<b>EXCLUDE YOURSELF</b>	You will not be entitled to participate in the Settlement if you choose this option.
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement. You must remain in the class to comment in support of or in opposition to the Settlement. If you exclude yourself, you cannot object to the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement, at a hearing scheduled for November 15, 2018 at 2:00 p.m.

# BASIC INFORMATION

## 1. Why did I get this notice?

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A Court authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Cabiness v. Educational Financial Solutions, LLC d/b/a Campus Debt Solutions, et al.*, Case No. 3:16-cv-01109-JST and about all of your options before the Court decides whether to approve the Settlement.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are provided by the Settlement, and how to make sure that you get them. If the Court approves the Settlement and after objections and appeals are resolved, then the payments agreed to in the Settlement will be made.

Judge Jon S. Tigar of the United States District Court, Northern District of California is overseeing this case. The person who sued is called the “Plaintiff.” CDS, Debt.com, LLC, Beta Investment Group, Inc., Equity Acquisitions, LLC, VentureTech Solutions, LLC and Howard Dvorkin are the “Defendants.”

## 2. What is this lawsuit about?

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This lawsuit alleges that Defendants violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by allegedly using an automatic telephone dialing system to place unsolicited telemarketing calls to cellular phones without prior express written consent. Defendants deny that they did anything wrong.

A copy of the lawsuit (Plaintiff’s Second Amended Complaint”), the Settlement Agreement, and other case-related documents are posted on the website, [www.CDSphonecallsettlement.com](http://www.CDSphonecallsettlement.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

## 3. Why is this a class action?

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In a class action, one or more people called “Class Representatives” (in this case, Plaintiff Winifred Cabiness), sue on behalf of people who have similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Class.” Please see response to Question 5 (below) to determine whether you are part of the Class.

## 4. Why is there a Settlement?

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The Court has not decided in favor of the Plaintiff or the Defendants. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Class Members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. Plaintiff and her lawyers think the proposed Settlement is best for everyone who is affected.

## WHO IS PART OF THE SETTLEMENT

### 5. Who is included in the Settlement?

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The Settlement includes all persons (a) who received one or more telephone solicitation calls on their cellular telephone advertising CDS's student loan consolidation and loan forgiveness services, made by or on behalf of CDS; (b) using an automated telephone dialing system, or artificial or pre-recorded voice; (c) without providing prior express written consent to receive such phone calls; (d) since October 16, 2013. Excluded from the class are: (i) any trial judge that may preside over this Action; (ii) any of the Defendants; (iii) any of the Released Parties (as defined in the Settlement Agreement); (iv) Class Counsel and their employees; (v) the immediate family of any of the foregoing persons; and (vi) any person who has previously given a valid release of the claims asserted in the Action.

If you are not sure whether you are in the Class or have any other questions about the Settlement, visit the settlement website at [www.CDSphonecallsettlement.com](http://www.CDSphonecallsettlement.com) or call the toll-free number, 1-844-367-8805. You may also send questions to the Settlement Administrator at Cabiness v. Educational Financial Services, c/o Heffler Claims Group, P.O. Box 59285, Philadelphia, PA 19102. Please do not address any questions about the Settlement to Defendants, the Clerk of the Court, or the Judge.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

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The Defendants have agreed to pay \$1,100,000.00 to create a "Settlement Fund." The Settlement Fund will be used to pay the costs and expenses related to notice and administration of the Settlement, the service award to the Class Representative as approved by the Court, and attorneys' fees and costs as approved by the Court. The amount remaining after deducting these amounts will be paid *pro rata* to Settlement Class Members for whom the Settlement Administrator has obtained mailing addresses. It is estimated that each Settlement Class Member from whom the Settlement Administrator has, or for whom it will obtain, addresses, will receive approximately \$20.00 (the "Benefit Check"). This amount received by the Settlement Class Members may be more than \$20.00.

If there are any funds remaining in the Settlement Fund ninety (90) days after the Benefit Checks have been issued, the remaining funds will be distributed to a non-profit organization known as the National Consumer Law Center and not returned to the Defendants.

As part of the Settlement, Defendants have agreed to certain changes in their business practices. Specifically, Defendants agree to be enjoined from using an ATDS to place telemarketing calls on behalf of CDS without obtaining prior express written consent.

## HOW YOU CAN PARTICIPATE IN THE SETTLEMENT

### 7. How can I participate in the Settlement?

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The process to receive the Benefit Check offered under the Settlement depends on whether or not you received notice of the Settlement in the mail or by email.

If you received notice of the Settlement in the mail, then the Settlement Administrator has obtained a current mailing address for you and you will receive the Benefit Check (approximately \$20.00) in the mail. You have the option of updating your address by providing your name, the cellular telephone number that you received the call(s) on, and your updated address at: [www.CDSphonecallsettlement.com/addressupdate](http://www.CDSphonecallsettlement.com/addressupdate).

If you *only* received notice of the Settlement by email and *not by* mail, then the Settlement Administrator has been unable to obtain a current mailing address for you. In order to receive a Benefit Check in the mail, you must provide your address by providing your name, the cellular telephone number that you received the call(s) on, and your address at: [www.CDSphonecallsettlement.com/addressupdate](http://www.CDSphonecallsettlement.com/addressupdate).

## **8. When would I get my payment?**

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Class Members who do not seek to be excluded from the Settlement and the Settlement Class, will receive their Benefit Check only after the Court has granted final approval of the Settlement and after any appeals times have run and if there is an appeal, all appeals are resolved (*see* “The Court’s Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

## **9. What am I giving up to get a Benefit Check and stay in the Class?**

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Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against the Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you, even if you do not receive a Benefit Check.

The Settlement Agreement is available at [www.CDSphonecallsettlement.com](http://www.CDSphonecallsettlement.com). The Settlement Agreement provides more detail regarding the claims you are releasing (the “Released Claims”) and against whom you are releasing claims (the “Released Parties”), so please read it carefully. You can talk to the law firms representing the Class listed in Question 13 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want benefits under the Settlement, and you want to keep any right you might have to sue the Defendants about the matters in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

## **10. How do I get out of the Settlement?**

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To exclude yourself or “opt out” from the Settlement, you must send a letter by mail that contains all of the following: (i) your full name and current address, (ii) the cellular telephone number on which you believe you received a call from CDS, and (iii) specifically state that you wish to be excluded from the Settlement Agreement and from the Settlement Class. You must file or mail your exclusion request postmarked on or before September 24, 2018 to:

Cabiness v. Educational Financial Services  
c/o Heffler Claims Group  
P.O. Box 59285  
Philadelphia, PA 19102

You cannot ask to be excluded on the phone, by email, or on the website.

If you exclude yourself or “opt out” from the Settlement, you will not receive a Benefit Check from the Settlement Fund, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future.

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

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No. Unless you exclude yourself, you give up the right to sue CDS and any of the following Defendants for the claims that this Settlement resolves: Debt.com, LLC, Beta Investment Group, Inc., Equity Acquisitions, LLC, VentureTech Solutions, LLC and Howard Dvorkin. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is September 24, 2018.

### **12. If I exclude myself, can I get benefits from this Settlement?**

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No. If you exclude yourself, you will not receive a Benefit Check from the Settlement Fund. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have a lawyer in this case?**

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The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Class.

Bryan Kemnitzer Nancy Barron Elliot Conn KEMNITZER, BARRON & KRIEG, LLP 445 Bush St, 6th Floor San Francisco, CA 94108 Tel: (415) 632-1900 Email: <a href="mailto:elliott@kbklegal.com">elliott@kbklegal.com</a>	Sharon Djemal EAST BAY COMMUNITY LAW CENTER 1950 University Avenue, Suite 200 Berkeley, CA 94704 Tel: (510) 548-4040 Email: <a href="mailto:sdjemal@ebclc.org">sdjemal@ebclc.org</a>
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You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

### **14. How will the lawyers be paid?**

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Class Counsel intends to request thirty percent (30%) of the value of the Settlement Fund for attorneys’ fees (\$330,000.00), plus up to \$20,000.00 for reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation. The attorneys’ fees and costs awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of attorneys’ fees and costs to award.

Class Counsel will also request a Service Award of \$10,000.00 to be paid from the Settlement Fund to the Class Representative for her service as a representative on behalf of the Class.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

### **15. How do I tell the Court if I do not like the Settlement?**

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If you are a Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object so the Court can decide if that will happen.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number (*Cabiness v. Educational Financial Solutions, LLC d/b/a Campus Debt Solutions, et al.*, Case No. 3:16-cv-01109-JST), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before September 24, 2018.

### **16. What is the difference between objecting and asking to be excluded?**

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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. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for attorneys' fees and costs ("Fairness Hearing").

### **17. When and where will the Court decide whether to approve the Settlement?**

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The Court has scheduled a Fairness Hearing on **November 15, 2018 at 2:00 p.m.**, at the United States District Court for the Northern District of California at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Court Room 9 (19<sup>th</sup> Floor), San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.CDSphonecallsettlement.com](http://www.CDSphonecallsettlement.com), for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and costs and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

## **18. Do I have to attend the hearing?**

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No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file or submit your written objection on time, to the proper location or address, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

## **IF YOU DO NOTHING**

## **19. What happens if I do nothing at all?**

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If you are a Class Member and you have received notice by mail, that means that the Settlement Administrator has a current mailing address for you and you will automatically receive a Benefit Check by mail. If you have only received notice by email and do not provide your address at: [www.CDSphonecallsettlement.com](http://www.CDSphonecallsettlement.com), you will not receive a Benefit Check. And, unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against the Defendants about the claims at issue in this case.

## **GETTING MORE INFORMATION**

## **20. How do I get more information?**

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This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.CDSphonecallsettlement.com](http://www.CDSphonecallsettlement.com), by contacting Class Counsel (*see* Question 13), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Court Room 9 (19<sup>th</sup> Floor), San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT.