

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

CLASS ACTION SETTLEMENT AGREEMENT

Jenae Knox (“Plaintiff”) and Maximus Education, LLC, dba Aidvantage (“Defendant”) enter into this arm’s-length class action settlement agreement (“Agreement”).

1. Recitals:

- 1.1. On February 12, 2025, Plaintiff filed a class action complaint against Defendant, styled *Knox v. Maximus Education, LLC, dba Aidvantage*, No. 2:25-cv-00121 (M.D. Ala.), through which Plaintiff alleges violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 (“Lawsuit”).
- 1.2. Defendant denies any wrongdoing or liability related to the allegations included in the Lawsuit and denies any improper conduct or violation of the TCPA.
- 1.3. On January 8, 2026, Plaintiff and Defendant mediated Plaintiff’s claims.
- 1.4. Plaintiff and Defendant now intend to settle and finally resolve all claims Plaintiff asserts through the Lawsuit.
- 1.5. Aware of the substantial expense, delay, and inherent risk associated with litigation, Plaintiff and her counsel recognize that in light of the recovery that results from the settlement memorialized by this Agreement, continued litigation is not in the best interest of members of the settlement class that is the subject of this Agreement.
- 1.6. Also aware of the substantial expense, delay, and inherent risk associated with litigation, Defendant believes it is in its best interest to enter into the settlement memorialized by this Agreement to finally resolve all claims asserted in the Lawsuit.
- 1.7. Plaintiff and her counsel believe that the settlement memorialized by this Agreement is fair, adequate, and reasonable.
- 1.8. Plaintiff and Defendant agree to undertake all steps necessary to secure court approval of the settlement memorialized by this Agreement.
- 1.9. The settlement memorialized by this Agreement is not to be construed as an admission or concession by Plaintiff that there is any infirmity in the claims she asserts through the Lawsuit.
- 1.10. The settlement memorialized by this Agreement is not to be construed as an admission or concession by Defendant regarding liability or wrongdoing, and Defendant denies any liability, denies that it violated the TCPA, and denies any other wrongdoing.

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2. Definitions:

- 2.1. “Approved Claim Form” means a claim form that a Settlement Class Member (defined below) timely submits, and that the Claims Administrator (defined below) approves for payment.
- 2.2. “Claims Administrator,” subject to the Court’s (defined below) approval, means Kroll Settlement Administration LLC.
- 2.3. “Claim Form” means the form that Settlement Class Members must submit to obtain a monetary recovery in connection with the Settlement (defined below).
- 2.4. “Class Counsel” means Greenwald Davidson Radbil PLLC.
- 2.5. “Class Notice” means the notice that the Court approves in a form substantially similar to Exhibit 1 to this Agreement, which includes a postcard notice with detachable claim form, and a question-and-answer notice to appear on the dedicated settlement website.
- 2.6. “Court” means the United States District Court for the Middle District of Alabama.
- 2.7. “Fairness Hearing” means the hearing that the Court conducts under Federal Rule of Civil Procedure 23 to consider the fairness, adequacy, and reasonableness of the Settlement.
- 2.8. “Finality Date” means the date after which the Court enters a final order and judgment and the time to appeal the final order and judgment expires without appeal, or any appeal is dismissed, or the final order and judgment is affirmed and not subject to review by any court.
- 2.9. “Final Order and Judgment” means the final order and judgment that the Court enters in a form substantially similar to Exhibit 3 to this Agreement.
- 2.10. “Order Preliminarily Approving the Settlement” means the order, in a form substantially similar to Exhibit 2 to this Agreement, preliminarily approving the Settlement and authorizing the dissemination of class notice.
- 2.11. “Preliminary Approval Date” means the date the Court enters the Order Preliminarily Approving the Settlement.
- 2.12. “Released Party” means Defendant, and any of its past, present and future direct or indirect parents, including Maximus Federal Services, Inc. and Maximus Inc., their members, officers, directors, principals, employees, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

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- 2.13. “Released Claims” means all claims to be released as set forth in Section 14 of this Agreement.
- 2.14. “Releasers” means Plaintiff and every Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement Class (defined below).
- 2.15. “Settlement” means the settlement memorialized by this Agreement.
- 2.16. “Settlement Class” means the class that the Court certifies for settlement purposes, the definition of which the parties propose as:

All persons throughout the United States (1) to whom Maximus Education, LLC, dba Aidvantage (“Aidvantage”) placed or caused to be placed a call, (2) directed to a telephone number assigned to a cellular telephone service, but not assigned to a current or former Aidvantage customer or account holder, (3) in connection with which Aidvantage used or caused to be used an artificial or prerecorded voice, (4) from February 12, 2021 through September 26, 2025.

- 2.17. “Settlement Class Members” mean all members of the Settlement Class.
- 2.18. “Settlement Class Period” means February 12, 2021 through September 26, 2025.

3. Jurisdiction:

- 3.1. The parties agree that the Court has, and will continue to have, jurisdiction to issue any order necessary to effectuate, consummate, and enforce the terms of the Settlement, to approve attorneys’ fees, costs, and expenses, and to supervise the administration and distribution of proceeds associated with the Settlement.

4. Certification:

- 4.1. Plaintiff and Defendant agree to certification of the Settlement Class for settlement purposes only.
- 4.2. The parties currently estimate that approximately 32,188 cellular telephone numbers may fall within the class definition based on the discovery provided to date.
- 4.3. Within seven days of the date of preliminary approval, Defendant will deliver to the Claims Administrator a list in Excel format of these approximately 32,188 unique cellular telephone numbers.
- 4.4. Defendant denies that a litigation class could be properly certified and disputes, for litigation purposes, that common issues predominate over individual ones. Defendant enters into this Agreement solely for the purposes of avoiding the expense and inconvenience of further litigation. Defendant does not oppose, and hereby agrees to, certification of the Settlement Class defined in Paragraph 2.16, for settlement purposes

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only, pursuant to Fed. R. Civ. P. 23(b)(3). Certification of the Settlement Class for settlement purposes will not be deemed a concession that certification of any litigation class in the Lawsuit is, or was, appropriate, nor would Defendant be precluded from challenging class certification in further proceedings in the Lawsuit or in any other action if the Agreement is not finalized or finally approved. If the Agreement is not finally approved by the Court through its final, substantive order on Plaintiff's motion to finally approve the Settlement, and after the Fairness Hearing in this matter, for any reason, the certification of the Settlement Class resulting from this Agreement will be voidable in line with Section 24 of this Agreement, and no doctrine of waiver, estoppel, or preclusion will be asserted in any proceedings involving Defendant. This Agreement may only be used by Plaintiff, any person in the Settlement Class, or any other person to support class certification for purposes of settlement in this Lawsuit, and may not be used to establish the same in any other litigation certification proceedings or any other judicial proceedings outside of this Lawsuit or within this Lawsuit for any purpose other than settlement.

5. Preliminary Approval:

- 5.1. Plaintiff will file an unopposed motion to preliminarily approve the Settlement. Plaintiff will provide a copy of the unopposed motion to preliminarily approve the Settlement to Defendant at least seven days before filing it.
- 5.2. Through her motion to preliminarily approve the Settlement, Plaintiff will request that the Court:
 - A. Preliminarily certify the Settlement Class for settlement purposes only, appoint Plaintiff as the representative for the Settlement Class, and appoint Class Counsel as counsel for the Settlement Class;
 - B. Preliminarily approve the Settlement as fair, reasonable, and adequate, and within the reasonable range of possible final approval;
 - C. Approve the Class Notice and find that the proposed notice plan constitutes the best notice practicable under the circumstances, and that it satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;
 - D. Set the date and time for the Fairness Hearing; and
 - E. Set the deadline for Settlement Class Members to file Claim Forms and to submit exclusions and objections to the Settlement.
- 5.3. Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to preliminarily approve the Settlement.

6. Class Action Fairness Act Notice:

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- 6.1. The Claims Administrator will be responsible for directing notice under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. Defendant will work with the Claims Administrator to do so. Such notice will be served within ten days after Plaintiff files her unopposed motion to preliminarily approve the Settlement.
- 6.2. The Claims Administrator will provide Class Counsel with a copy of the CAFA notice no later than two days after it is served.
- 6.3. The Claims Administrator will also file with the Court, at least thirty days prior to the Fairness Hearing, a notice attesting to compliance with CAFA.

7. Notice to Members of the Settlement Class:

- 7.1. The Claims Administrator will be responsible for all matters relating to the administration of the Settlement.
- 7.2. The Claims Administrator’s responsibilities will include, but will not be limited to:
 - A. Disseminating notice to potential Settlement Class Members;
 - B. Performing, if necessary, a cellular telephone number scrub for certain telephone numbers provided to it;
 - C. Performing reverse lookups to identify persons associated with telephone numbers that may fall within the Settlement Class definition;
 - D. Sending direct mail notice by postcard, with the Claim Form, to potential Settlement Class Members, where possible;
 - E. Establishing both a dedicated website through which Settlement Class Members can submit claims and a toll-free telephone number for informational purposes;
 - F. Fielding inquiries about the Settlement;
 - G. Processing settlement claims;
 - H. Acting as a liaison between Settlement Class Members, Class Counsel, and counsel for Defendant;
 - I. Approving settlement claims, and rejecting settlement claims where there is evidence of fraud or other disqualifying information;
 - J. Directing the mailing of settlement checks to Settlement Class Members;
 - K. Performing any other tasks reasonably required of it; and

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- L. Directing notice under CAFA, as described in Section 6.
- 7.3. The addresses of potential Settlement Class Members obtained by the Claims Administrator may be subject to confirmation or updating as follows:
- A. The Claims Administrator may check each address obtained against the United States Post Office National Change of Address Database;
 - B. The Claims Administrator may conduct a reasonable search to locate an updated address for any potential Settlement Class Member whose notice is returned as undeliverable;
 - C. The Claims Administrator will update addresses based on any forwarding information received from the United States Post Office; and
 - D. The Claims Administrator will update addresses based on any requests received from Settlement Class Members.
- 7.4. The Claims Administrator will provide weekly updates to Class Counsel and counsel for Defendant regarding the status of its administration.
- 7.5. Not later than thirty days following the Preliminary Approval Date, or as otherwise directed by the Court, the Claims Administrator will mail the Class Notice and a Claim Form to potential Settlement Class Members, where possible.
- 7.6. The postcard the Claims Administrator uses to mail the Class Notice and Claim Form to potential Settlement Class Members must include a notation requesting address correction.
- 7.7. If any Class Notice is returned with a new address, the Claims Administrator must resend the Class Notice and a Claim Form to the new address.
- 7.8. Subject to Section 7.9 of this Agreement, Defendant is responsible for any amounts due to the Claims Administrator prior to the date on which the Settlement Fund (defined below) is established and funded.
- 7.9. Defendant will be entitled to an offset for any payments it makes to the Claims Administrator prior to the date on which the Settlement Fund is established and funded, from the Settlement Fund once it is established and funded.
- 7.10. An individual to whom the Claims Administrator does not provide a Claim Form as part of the process by which the Claims Administrator mails the Class Notice and a Claim Form to potential Settlement Class Members may request a Claim Form from the Claims Administrator if that person demonstrates proof of receipt on his or her cellular telephone of an artificial or prerecorded voice call or message from Defendant

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during the Settlement Class Period. Upon receipt of such proof, and if the Claims Administrator finds that proof to be sufficient, the Claims Administrator may send a Claim Form to the individual who requests it.

- 7.11. If approved payments to Settlement Class Members exceed the applicable IRS reporting requirements, Settlement Class Members must provide a valid Form W-9 to receive their payment. The Settlement Administrator will request such tax forms from Settlement Class Members with approved claims, if necessary.

8. Publication of Class Notice:

- 8.1. Not later than thirty days following the Preliminary Approval Date, or as otherwise directed by the Court, the Claims Administrator will arrange for publication of the Class Notice on the settlement website.

9. Settlement Website:

- 9.1. The Claims Administrator will build and maintain a dedicated website that includes downloadable information and documents necessary to submit claims. The settlement website will be live not later than thirty days following the Preliminary Approval Date, or as otherwise directed by the Court. The Claims Administrator shall ensure the settlement website is decommissioned or taken down within four weeks of final payments being issued, unless otherwise directed by the Court.
- 9.2. At a minimum, the downloadable information and documents on the settlement website must include, when available, this Agreement, the Class Notice, Plaintiff's petition for attorneys' fees, expenses, and costs, the Order Preliminarily Approving the Settlement, Plaintiff's class action complaint, and the Final Order and Judgment.
- 9.3. The Settlement Website domain will be www.AidvantageTCPASettlement.com.

10. Final Approval:

- 10.1. At least ten days prior to the Fairness Hearing, the Claims Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms, and stating the number of claims, objections, and exclusions, if any.
- 10.2. Prior to the Fairness Hearing, Plaintiff will file an unopposed motion to finally approve the Settlement. Plaintiff will provide a copy of the unopposed motion to finally approve the Settlement to Defendant at least seven days before filing it.
- 10.3. Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to finally approve the Settlement.

11. Consideration:

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- 11.1. Defendant will deposit with the Claims Administrator \$3,000,000 (less any amounts paid to the Claims Administrator per Sections 7.8 and 7.9) for purposes of creating a non-reversionary common fund in the amount of \$3,000,000, to compensate members of the Settlement Class (“Settlement Fund”).
- 11.2. In consultation with the Claims Administrator, Defendant will fund the Settlement Fund within thirty days of the Court’s issuance of the Order Preliminarily Approving the Settlement.
- 11.3. The Claims Administrator will place the Settlement Fund at Western Alliance in an interest bearing account, which is 100% backed by the FDIC (the “Account”), created by order of the Court, and intended to be a separate taxable entity and qualify as a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Department Regulations (“Treasury Regulations”) promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). Defendant will be the “transferor” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Claims Administrator will be designated as the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. The Claims Administrator will timely provide any statements or make any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations. The parties agree to the tax treatment of the QSF as set forth in Section 21. All risks related to the investment of the Settlement Fund will be borne by the Settlement Fund, and the Released Party will have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Claim Administrator, or any transactions executed by the Claims Administrator. The Released Party will not be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, taxes (including interest and penalties), legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Claims Administrator.
- 11.4. Paid from the Settlement Fund will be:
 - A. Compensation to Settlement Class Members who timely submit a valid and approved Claim Form;
 - B. The cost of notice to potential Settlement Class Members and claims administration, including costs associated with identifying potential Settlement

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Class Members, and any reasonable costs associated with administering the Settlement Fund, including costs of tax attorneys or accountants;

C. Litigation costs and expenses, for which Class Counsel will petition the Court; and

D. Reasonable attorneys' fees, calculated as a percentage of the Settlement Fund, for which Class Counsel will petition the Court.

11.5. Each Settlement Class Member who submits an Approved Claim Form, which provides his or her name, address, and telephone number, either online no later than seventy-five days after the Preliminary Approval Date, or by U.S. Mail with a postmark of no later than seventy-five days after the Preliminary Approval Date, will be entitled to a *pro rata* share of the non-reversionary Settlement Fund after deducting:

A. Costs and expenses of administering the Settlement, including notice to potential Settlement Class Members;

B. Class Counsel's attorneys' fees, subject to the Court's approval; and

C. Class Counsel's litigation costs and expenses not to exceed \$15,000, subject to the Court's approval.

11.6. A Settlement Class Member may submit only one claim, regardless of how many times Defendant called the Settlement Class Member, or how many artificial or prerecorded voice messages Defendant delivered to the Settlement Class Member.

11.7. Each settlement check issued to a Settlement Class Member will be valid for one-hundred-twenty days after it is issued.

11.8. Any funds not ultimately paid out as the result of uncashed settlement checks will be paid out as a *cypres* award to Scholarship America, subject to the Court's approval.

12. Exclusions:

12.1. Any Settlement Class Member who wishes to exclude himself or herself from the Settlement must mail a written request for exclusion personally signed by the Settlement Class Member to the Claims Administrator, postmarked no more than seventy-five days after the Preliminary Approval Date.

12.2. Through his or her request for exclusion, and subject to the Court's approval, a member of the Settlement Class must include his or her:

A. Full name;

B. Address;

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C. Telephone number called by Defendant; and

D. Statement that he or she wishes to be excluded from the Settlement.

- 12.3. Any Settlement Class Member who submits a valid and timely request for exclusion will neither be bound by the terms of this Agreement, nor receive any of the benefits of the Settlement. Every Settlement Class Member who does not timely and properly submit a written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Lawsuit. The satisfaction of all the Released Claims against Defendant, as well as entry of the Final Order and Judgment, will be binding upon all Settlement Class Members who do not exclude themselves.
- 12.4. The Claims Administrator will provide a list of the names of each Settlement Class Member who submitted a valid and timely request for exclusion to Class Counsel and counsel for Defendant within ten days after the deadline for exclusions.
- 12.5. Settlement Class Members may exclude themselves on an individual basis only.
- 12.6. “Mass” or “class” exclusions submitted by third parties on behalf of a “mass” or “class” of Settlement Class Members are not allowed, and will not be considered valid.

13. Objections:

- 13.1. Any Settlement Class Member who wishes to object to the Settlement must mail a written notice of objection to the Claims Administrator, Class Counsel, counsel for Defendant, and to the Court, postmarked no more than seventy-five days after the Preliminary Approval Date.
- 13.2. Through his or her notice of objection, and subject to the Court’s approval, a Settlement Class Member must include:
- A. His or her full name;
 - B. His or her address;
 - C. His or her telephone number to which Defendant placed a subject artificial or prerecorded voice call between February 12, 2021 and September 26, 2025, to demonstrate that the objector is a member of the Settlement Class;
 - D. A statement of the objection;
 - E. A description of the facts underlying the objection;
 - F. A description of the legal authorities that support each objection;

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- G. A statement noting whether the objector intends to appear at the Fairness Hearing;
 - H. A list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony;
 - I. A list of exhibits that the objector intends to present at the Fairness Hearing; and
 - J. A signature from the Settlement Class Member.
- 13.3. Settlement Class Members who do not submit a valid and timely objection will be barred from seeking review of the Settlement by appeal, or otherwise.
- 13.4. If a Settlement Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection).
- 13.5. Any Settlement Class Member who fails to comply with the provisions of Section 13 will waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object, and will be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Lawsuit.
- 13.6. Class Counsel and the parties will have the right, but not the obligation, to respond to any objection no later than seven days prior to the Fairness Hearing. The party responding must file a copy of the response with the Court, and must serve a copy, by email or overnight delivery if reasonably possible, to the objector (or counsel for the objector).

14. Release:

- 14.1 (a). Upon the Court's entry of the Final Order and Judgment, Releasors release and forever discharge the Released Party from any and all rights, duties, obligations, claims, actions, demands, causes of action, suits, and damages under the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*; any rule, regulation, regulatory promulgation applicable to the TCPA; and all related state telephone consumer protection laws, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, accrued or which may hereafter accrue through the Preliminary Approval Date, actual or contingent, liquidated or unliquidated, punitive or compensatory, whether the claims are brought directly or by or on behalf of any Settlement Class Member in an individual or class action, representative, or in any other capacity, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties, and injunctive or declaratory relief, relating to or arising from calls or text messages from Defendant placed or delivered from February 12, 2021 through September 26, 2025 (the "Released Claims").

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(b). In addition, and in consideration of payment of the Settlement Amount set forth in Paragraph 8 above, each Releasor subject to § 1542 of the California Civil Code hereby expressly waives, releases, and forever discharges any and all provisions, rights, and/or benefits conferred by § 1542 of the California Civil Code, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding, nothing contained in Paragraph 14.1(b) is intended to provide a broader release than the terms set forth in Paragraph 14.1(a).

- 14.2. Plaintiff and Releasors agree and covenant, and each Releasor will be deemed to have agreed and covenanted, not to sue the Released Party with respect to any of the Released Claims, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.
- 14.3. The Releasors acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasors expressly assume the risk, they freely and voluntarily give the release as set forth herein.

15. Exclusive Remedy:

- 15.1. The relief included in this Agreement is the exclusive remedy of recovery for the Released Claims.

16. Attorneys' Fees, Costs, and Expenses:

- 16.1. Class Counsel will submit to the Court a request for attorneys' fees to be paid from the Settlement Fund.
- 16.2. Class Counsel will submit to the Court a request for reimbursement of reasonable litigation costs and expenses not to exceed \$15,000 to be paid from the Settlement Fund.
- 16.3. The Court's order regarding Class Counsel's request for attorneys' fees, costs, and expenses, will not affect the finality of the Settlement.

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- 16.4. In the event that the Court declines Class Counsel's request for attorneys' fees, costs, and expenses, or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the parties.

17. No Admission of Liability:

- 17.1. This Agreement and all related communications are for settlement purposes only and will not be construed or deemed to be evidence of an admission or concession by the Released Party with respect to any claim, fault, liability, wrongdoing, or damage whatsoever and will not be construed or deemed to be evidence of any admission of any claim, fault, liability, wrongdoing, or damage or that any person or entity is entitled to relief. Defendant expressly denies all charges of wrongdoing or liability against Defendant arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Lawsuit, and Defendant continues to believe the claims asserted against Defendant in the Lawsuit are without merit. Nothing in this Settlement Agreement will be construed as an admission by Defendant in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, including, without limitation, that Defendant has engaged in any conduct or practices that violate any federal statute or other law. This Settlement Agreement shall not be admissible for any purpose except for settlement-related purposes and in an action to enforce its terms.

18. Representations and Warranty:

- 18.1. Class Counsel believes that the Settlement is in the best interests of the Settlement Class Members.
- 18.2. Plaintiff warrants that on the date this Agreement is executed, she owns the claims that she asserts in connection with this matter, and that she has not assigned, pledged, sold or otherwise transferred her claims (or an interest in such claims), and that on the Finality Date she will own her claims free and clear of any and all liens, claims, charges, security interests or other encumbrances of any nature whatsoever, except for any contingent legal fees and expenses.
- 18.3. Each party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the releases contained herein, received legal advice with respect to the advisability of entering this Agreement and the releases, and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the releases. Each party to this Agreement warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

19. Appeals:

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- 19.1. If a Settlement Class Member appeals the Final Order and Judgment, Plaintiff and Defendant agree to support the Settlement on appeal.
- 19.2. Nothing contained in this Agreement is intended to preclude Plaintiff, Defendant, or Class Counsel, from appealing any order inconsistent with this Agreement.

20. Distribution of the Settlement Fund:

- 20.1. Within thirty days of the Finality Date, the Claims Administrator will mail a settlement check to each Settlement Class Member who submitted an Approved Claim Form.
- 20.2. Within five days of the Finality Date, the Claims Administrator will pay to Class Counsel from the Settlement Fund the attorneys' fees, costs, and expenses approved by the Court.
- 20.3. If any money remains in the non-reversionary Settlement Fund after the date that all initial settlement checks are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), and if the amount that remains is sufficient to issue second checks of at least \$5.00 to each Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a distribution, the Claims Administrator will mail a second settlement check, calculated on a *pro rata* basis considering the remaining amount of the non-reversionary Settlement Fund, to each Settlement Class Member who cashed an initial settlement check.
- 20.4. If any money remains in the Settlement Fund after the date that all settlement checks (*i.e.*, initial settlement checks, and if applicable, second settlement checks) are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), this amount will be paid as a *cypres* award to Scholarship America subject to the Court's approval.

21. Taxes:

- 21.1. Plaintiff and Defendant agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Claims Administrator will timely make elections as necessary or advisable to carry out required duties including, if necessary, the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. These elections will be made in compliance with the procedures and requirements contained in applicable Treasury Regulations promulgated under the Code. It is the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- 21.2. For the purpose of Section 468B of the Code and the Treasury Regulations thereunder, the Claims Administrator will be designated as the "administrator" of the Settlement

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Fund. The Claims Administrator will cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the non-reversionary Settlement Fund (including, without limitation, tax returns described in Treas. Reg. § 1.468B-2(k)). These returns will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the non-reversionary Settlement Fund are to be paid out of the Settlement Fund.

- 21.3. All taxes arising in connection with income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, will be paid by the Claims Administrator from the Settlement Fund.
- 21.4. Any person or entity that receives a distribution from the Settlement Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. These taxes and tax-related expenses will not be paid from the Settlement Fund.
- 21.5. In no event will the Released Party have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiff, Settlement Class Members, Class Counsel or any other person or entity. All such taxes and tax-related expenses will be paid out of the Settlement Fund.
- 21.6. Defendant will timely deliver to the Claims Administrator a “Section 1.468B-3 Statement” (as provided in Treas. Reg Section 1.468B-3(e)) with respect to any transfers made to the Settlement Fund.
- 21.7. The Claims Administrator will engage in reporting to the Internal Revenue Service and such other state and local taxing authorities as may be required by law. The parties acknowledge that the Claims Administrator will comply with all withholding obligations as required under the applicable provisions of the Internal Revenue Code and such other state and local laws as may be applicable, and the regulations promulgated thereunder. In addition, the Claims Administrator will be obligated to withhold from distribution to any Settlement Class Member any funds necessary to pay such amounts including the establishment of adequate reserves for any taxes and tax-related expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). The Parties agree to cooperate with the Claims Administrator, each other, and their attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.
- 21.8. Defendant makes no representation to Plaintiff, Settlement Class Members, Class Counsel or any other person or entity regarding the appropriate tax treatment of the Settlement Fund, income earned on the Settlement Fund, or any distribution taken from the Settlement Fund.

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

- 21.9. The parties agree that payments made to the Settlement Fund are compensatory only and not payments made to satisfy any fines, penalties, punitive damages, or prejudgment interest nor are such payments “to, or at the direction of, a government or governmental entity in relation to the violation of any law or the investigation or inquiry by such government or entity into the potential violation of any law” within the meaning of Section 162(f) of the Code.

22. Stay:

- 22.1. Plaintiff and Defendant stipulate that all proceedings in connection with this matter should be stayed until the Court issues its decision regarding final approval of the Settlement.
- 22.2. The stipulated stay of proceedings will not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve preliminary and final approval of the Settlement.

23. Miscellaneous Provisions:

- 23.1. This Agreement is the entire agreement between Plaintiff and Defendant. All antecedent and contemporaneous extrinsic representations, warranties, or collateral provisions concerning the negotiation and preparation of this Agreement are intended to be discharged and nullified.
- 23.2. Neither Plaintiff nor Defendant may modify this Agreement, except by a writing that Plaintiff and Defendant execute and that the Court approves.
- 23.3. All notices required by this Agreement, between Plaintiff, Defendant, Class Counsel, and counsel for Defendant, must be sent by first class U.S. mail, by hand delivery, or by electronic mail, to:

Aaron D. Radbil
Greenwald Davidson Radbil PLLC
5550 Glades Road
Suite 500
Boca Raton, Florida 33431
aradbil@gdrlawfirm.com

(counsel for Plaintiff and the Settlement Class)

Ryan DiClemente
Husch Blackwell LLP
1801 Pennsylvania Avenue, NW
Suite 1000
Washington, DC 20006-3606
Ryan.diclemente@huschblackwell.com

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

and

Matthew Knepper
Husch Blackwell LLP
8001 Forsyth Blvd
St. Louis, MO 63119
Matt.knepper@huschblackwell.com
(*counsel for Defendant*)

- 23.4. Section headings in this Agreement are for convenience and reference only, and are not to be taken to be a part of the provisions of this Agreement, and do not control or affect meanings, constructions or the provisions of this Agreement.
- 23.5. Plaintiff and Defendant will exercise their best efforts, take all steps, and expend all efforts that may become necessary to effectuate this Agreement.
- 23.6. Plaintiff and Defendant drafted this Agreement equally, and it should not be construed strictly against Plaintiff or Defendant.
- 23.7. This Agreement binds successors and assigns of the parties.
- 23.8. Plaintiff, Defendant, Class Counsel, and counsel for Defendant, may sign this Agreement in counterparts, and by electronic signature, and the separate signature pages may be combined to create a binding document, which constitutes one instrument.
- 23.9. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision will be separable and will not limit or affect the validity, legality, or enforceability of any other provision, hereunder. Provided, however, that the terms of this section will not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid.
- 23.10. A waiver by one party of any provision or breach of this Agreement by any other party will not constitute a waiver of any other provision or breach of this Agreement.
- 23.11. This Agreement is made and entered into within and will be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Alabama, without regard to the principles of conflicts of laws.
- 23.12. This Court will retain continuing and exclusive jurisdiction over the parties to this Agreement, including the Plaintiff and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

- 23.13. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of the parties and as approved by the Court, without notice to Settlement Class Members. The parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

24. Termination:

- 24.1. If any of the conditions set forth below occurs and either (a) Plaintiff or (b) Defendant gives notice that such party or parties wish to withdraw from this Agreement (subject to the terms below and herein), then this Agreement will terminate and be null and void, and the parties will be returned to the *status quo ante* as if no Settlement had been negotiated or entered into:
- (a) The Court rejects or declines to preliminarily or finally approve this Agreement, after all reasonable efforts are made to obtain preliminary or final approval;
 - (b) Any objections to the proposed Settlement are sustained, which results in changes to the Settlement described in this Agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing party of a benefit of the Settlement);
 - (c) The Final Order and Judgment of the Settlement described in this Agreement results in changes that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing party of a benefit of the Settlement);
 - (d) More than 1,000 Settlement Class Members exclude themselves from the Settlement described in this Agreement, as set out in Section 12;
 - (e) The Final Order and Judgment of the Settlement described in this Agreement is (i) substantially modified by an appellate court and the withdrawing party deems any such modification in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing party of a benefit of the Settlement) or (ii) reversed by an appellate court.
- 24.2. Prior to termination, Plaintiff and Defendant must negotiate in good faith to modify the terms of this Agreement in order to revive the Settlement.
- 24.3. If either Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement will be of no force and effect, and the parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

will be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to Defendant.

- 24.4. In the event that the Agreement is not approved, or is terminated, canceled, or fails to become effective for any reason, the money remaining in the Settlement Fund, less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, will be returned to Defendant within sixty days of the event that causes the Agreement to not become effective.

25. Survival:

- 25.1. The Settlement will be unaffected by any subsequent change in law regarding the TCPA, its interpretation, and its application, whether from Congress, the Federal Communications Commission, the Consumer Financial Protection Bureau, any other agency, courts, or otherwise.

26. Dismissal:

- 26.1 The Final Order and Judgment submitted to the Court will include a provision dismissing this Lawsuit with prejudice.

27. Confidentiality:

- 27.1 It is agreed that the Stipulated Protective Order entered in this Lawsuit (Doc. 23) will continue to govern all confidential information produced in this case, as defined and provided for in the Stipulated Protective Order. Nothing in the Agreement shall require attorney work product or files to be returned or destroyed; however, any party or attorney retaining such work product or files shall continue to treat them as Confidential Information under the terms of the Stipulated Protective Order.

28. Signatures: *(See following page).*

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

Jenae Knox

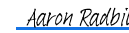
Date


Jenae Knox (Feb 26, 2026 13:47:45 CST)

02/26/2026

Aaron D. Radbil
Counsel for Jenae Knox

Date


Aaron Radbil (Feb 26, 2026 14:01:21 CST)

02/26/2026

Maximus Education, LLC, dba Aidvantage

Date

Ryan DiClemente
Counsel for Maximus Education, LLC, dba Aidvantage

Date

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

Jenae Knox

Date

Aaron D. Radbil
Counsel for Jenae Knox

Date

Maximus Education, LLC, dba Aidvantage

Date

Signed by:

4F7AED5CC0EA489...

2/27/2026

Ryan DiClemente
Counsel for Maximus Education, LLC, dba Aidvantage

Date

Class Action Settlement Agreement – Knox v. Maximus Education, LLC, dba Aidvantage

Jenae Knox

Date

Aaron D. Radbil
Counsel for Jenae Knox

Date

Maximus Education, LLC, dba Aidvantage

Date

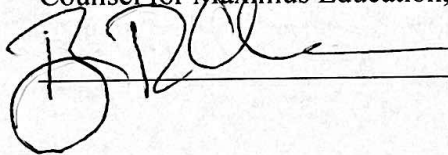
Signed by:

4F7AED5668EA409...

2/27/2026

Ryan DiClemente
Counsel for Maximus Education, LLC, dba Aidvantage

Date



2/27/2026

This is a notice of a settlement of a class action lawsuit.

This is not a notice of a lawsuit against you.

If you are a person who did not have an account serviced by Maximus Education, LLC, dba Aidvantage (“Aidvantage”), but to whose cellular telephone Aidvantage placed an artificial or prerecorded voice call from February 12, 2021 through September 26, 2025, you may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

Knox v. Maximus Education, LLC, dba Aidvantage, No. 2:25-cv-00121 (M.D. Ala.)

A federal court authorized this notice.

This is not a solicitation from a lawyer.

Please read this notice carefully.

It explains your rights and options to participate in the class action settlement.

- The settlement will result in a \$3,000,000 fund to fully settle and release certain claims of persons who did not have an account serviced by Aidvantage, but to whose cellular telephones Aidvantage placed an artificial or prerecorded voice call from February 12, 2021 through September 26, 2025.
- The settlement fund will be used to pay settlement amounts to approved settlement class members who elect to participate, after deducting the costs of settlement notice and administration, attorneys’ fees, and litigation costs and expenses.
- If you are a settlement class member, your legal rights are affected, and you now have a choice to make:

SUBMIT A TIMELY CLAIM FORM:	If you submit an approved claim form by [date] , you will receive a share of the settlement fund after certain amounts are deducted, and you will release certain Telephone Consumer Protection Act (“TCPA”)-related claims you may have against Aidvantage.
DO NOTHING:	If you do nothing, you will <u>not</u> receive a share of the settlement fund, but if you are a settlement class member you will release certain TCPA-related claims you may have against Aidvantage.
EXCLUDE YOURSELF:	If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any TCPA-related claims you may have against Aidvantage. The deadline to exclude yourself is [date] .
OBJECT:	You may write to the Court about why you do not like the settlement. The deadline to object is [date] .

Why is this notice available?

This is a notice of a settlement in a class action lawsuit. The settlement will resolve the class action lawsuit Ms. Knox filed against Aidvantage. Please read this notice carefully. It explains the class action lawsuit, the settlement, and legal rights you may have, including the process for receiving a settlement payment, excluding yourself from the settlement, or objecting to the settlement.

What is the class action about?

Ms. Knox filed a class action lawsuit against Aidvantage alleging that Aidvantage violated the TCPA by placing calls to cellular telephones in connection with which Aidvantage used an artificial or prerecorded voice absent prior express consent. The TCPA allows for damages in the amount of \$500 per violation, and up to \$1,500 for willful violations. However, prior express consent is a complete defense to a claim under the TCPA. You can find additional information about Ms. Knox’s claims in her class action complaint, which is available at www.AidvantageTCPASettlement.com in the court documents section.

Why is this a class action?

In a class action, one or more people called “class representatives” file a class action lawsuit on behalf of people who have similar claims. All of these people together are a “class” or “class members.” The court accordingly resolves claims for all class members at once, except for those who first exclude themselves from the class.

Why is there a settlement?

Ms. Knox, on the one hand, and Aidvantage, on the other, have agreed to settle the class action lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. Under the settlement, settlement class members will obtain a payment in settlement of claims Ms. Knox raised in the class action lawsuit. Ms. Knox and her attorneys think the settlement is fair and reasonable.

How do you know if your claims are included in the settlement?

The settlement resolves claims on behalf of the following settlement class:

All persons throughout the United States (1) to whom Maximus Education, LLC, dba Aidvantage (“Aidvantage”) placed or caused to be placed a call, (2) directed to a telephone number assigned to a cellular telephone service, but not assigned to a current or former Aidvantage customer or accountholder, (3) in connection with which Aidvantage used or caused to be used an artificial or prerecorded voice, (4) from February 12, 2021 through September 26, 2025.

What does the settlement provide?

Aidvantage will establish a settlement fund in the amount of \$3,000,000 to compensate members of the settlement class. Out of the settlement fund will be paid:

- a. Settlement compensation to approved, participating settlement class members;
- b. Notice and administration costs not to exceed \$300,000;
- c. An award of attorneys’ fees not to exceed one-third of the settlement fund, subject to the Court’s approval; and
- d. Litigation costs and expenses incurred in litigating the TCPA claims in this matter not to exceed \$12,500, subject to the Court’s approval.

Each member of the settlement class who submits an approved claim form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the \$3,000,000 settlement fund as it exists after deducting:

- a. Notice and administration costs (including related taxes and expenses);
- b. An award of attorneys' fees; and
- c. Litigation costs and expenses incurred in litigating the claims in this matter.

It is estimated that each participating and approved member of the settlement class will receive between \$500 and \$1,000. The actual amount each participating and approved member of the settlement class will receive may be more or less depending on the number of participating settlement class members who submit approved claims.

How can you get a payment?

You must mail a valid claim form to the *Knox v. Maximus Education, LLC, dba Aidvantage* Settlement Administrator, [address], [city], [state] [zip code] postmarked by [date]. Or, if you received a postcard notice and claim form in the mail, you may submit a valid claim through www.AidvantageTCPASettlement.com by [date].

If you did not receive a postcard notice and claim form in the mail you may request a claim form by (1) writing to the *Knox v. Maximus Education, LLC, dba Aidvantage* Settlement Administrator, [address], [city], [state] [zip code], and (2) submitting proof of receipt of an artificial or prerecorded voice call or message from Aidvantage to your cellular telephone from February 12, 2021 through September 26, 2025. If you receive a claim form in this manner, you must complete and return the claim form postmarked by [date] to participate in the settlement.

When will you be paid?

If the Court grants final approval of the settlement, settlement payments will be sent to approved settlement class members who timely mailed or submitted approved claim forms no later than 30 days after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

What rights are you giving up in connection with this settlement?

If you fall within the settlement class, and unless you exclude yourself from the settlement, you will give up your right to sue or continue a lawsuit against Aidvantage over the released claims. Giving up your legal claims is called a release. If you fall within the settlement class, unless you formally exclude yourself from the settlement, you will release certain TCPA-related claims you may have against Aidvantage.

For more information about the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement from the settlement website, www.AidvantageTCPASettlement.com, or from the clerk of the United States District Court for Middle District of Alabama.

How can you exclude yourself from the settlement?

If you fall within the settlement class, you may exclude yourself from the settlement, in which case you will not receive a payment, and you will not release any TCPA-related claims you may have against Aidvantage. If you fall within the settlement class, and if you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the claims administrator at the following address, postmarked by **[date]**:

Knox v. Maximus Education, LLC, dba Aidvantage Settlement Administrator
ATTN: EXCLUSION REQUEST
[address]
[city], [state] [zip code]

You must include in your request for exclusion your:

- a. Full name;
- b. Address;
- c. Telephone number to which Aidvantage placed an artificial or prerecorded voice call from February 12, 2021 through September 26, 2025, to demonstrate you are a member of the settlement class; and
- d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as “I request to be excluded from the settlement in the *Knox v. Maximus Education, LLC, dba Aidvantage* action.”

You must sign the request personally. If any person signs on your behalf, that person must attach a copy of the power of attorney authorizing that signature.

When and where will the court decide whether to approve the settlement?

The Court will hold a final fairness hearing on **[date]**, at **[time]**. The hearing will take place by **[by Zoom / in person]**. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will also hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

The date of the final fairness hearing may change without further notice. Settlement class members should check the settlement website, www.AidvantageTCPASettlement.com, or the court’s Public Access to Court Electronic Records (“PACER”) site to confirm that the date has not changed.

Do you have to attend the final fairness hearing?

No, there is no requirement that you attend the final fairness hearing. However, you are welcome to attend the hearing, **[by Zoom / in person]**, at your own expense. You cannot speak at

the hearing if you have excluded yourself from the settlement class because the settlement no longer affects your legal rights.

What if you want to object to the settlement?

If you fall within the settlement class, and if you do not exclude yourself from the settlement class, you can object to the settlement, or any part of it, if you do not believe it is fair, reasonable, and adequate. If you fall within the settlement class, and if you wish to object, you must mail a written notice of objection, postmarked by **[date]**, to class counsel, counsel for Aidvantage, and to the Court, at the following addresses:

Class Counsel:

Aaron D. Radbil
Greenwald Davidson
Radbil PLLC
5550 Glades Road
Suite 500
Boca Raton, FL 33431

Counsel for Aidvantage:

Ryan DiClemente
Matthew Knepper
Husch Blackwell LLP
1801 Pennsylvania Avenue, NW
Suite 1000
Washington, DC 20006-3606
ryan.diclemente@huschblackwell.com
Matt.knepper@huschblackwell.com

The Court:

United States District Court
for the Middle District of
Alabama
Frank M. Johnson Jr.
Courthouse
One Church Street
Montgomery, AL 36104

You must include in your objection your:

- a. Full name;
 - b. Address;
 - c. Telephone number to which Aidvantage placed an artificial or prerecorded voice call from February 12, 2021 through September 26, 2025, to demonstrate that you are a member of the settlement class;
 - d. Statement of the objection;
 - e. Description of the facts underlying the objection;
 - f. Description of the legal authorities that support each objection;
 - g. Statement noting whether the objector intends to appear at the Fairness Hearing;
 - h. List of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony;
 - i. List of exhibits that the objector intends to present at the Fairness Hearing;
- and
- j. Signature.

You can ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a different settlement. The Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the class action lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you fall within the settlement class, and if you file a timely written objection, you may, but are not required to, appear at the final fairness hearing, **[by Zoom / in person]**. If you appear through an attorney, you are responsible for hiring and paying that attorney.

By when must you enter an appearance?

Any settlement class member who objects to the settlement and wishes to enter an appearance must do so by **[date]**. To enter an appearance, you must file with the clerk of the court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon class counsel and counsel for Aidvantage, at the addresses set forth in this notice.

What if you do nothing?

If you are a member of the settlement class, you do nothing, and the Court approves the settlement agreement, you will not receive a share of the settlement fund, but you will release certain TCPA claims you may have against Aidvantage. If you fall within the settlement class, unless you exclude yourself from the settlement, you will not be able to sue or continue a lawsuit against Aidvantage over the released TCPA claims.

What will happen if the Court does not approve the settlement?

If the Court does not finally approve the settlement, or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits from the settlement, and the class action lawsuit will continue.

Who is Ms. Knox's attorney?

Ms. Knox's attorney is:

Aaron D. Radbil
Greenwald Davidson Radbil PLLC
5550 Glades Road
Suite 500
Boca Raton, FL 33431

The Court has appointed Ms. Knox's attorney to act 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 must hire one at your own expense.

Who is Aidvantage's attorney?

Aidvantage's attorney is:

Ryan DiClemente
Husch Blackwell LLP
1801 Pennsylvania Avenue, NW
Suite 1000
Washington, DC 20006-3606

and

Matthew Knepper
Husch Blackwell LLP
8001 Forsyth Blvd
St. Louis, MO 63119

Before what court is this matter pending?

Ms. Knox filed his class action lawsuit in the following court:

United States District Court for the Middle District of Alabama
Frank M. Johnson Jr. Courthouse
One Church Street
Montgomery, AL 36104

Where can you get additional information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.AidvantageTCPASettlement.com, by contacting class counsel, by accessing the court docket in this case, for a fee, through the court's PACER system, or by visiting the office of the clerk of the court for the United States District Court for the Middle District of Alabama.

Or, to obtain additional information about this matter, please contact:

Knox v. Maximus Education, LLC, dba Aidvantage Settlement Administrator
[address]
[city], [state] [zip code]
[Telephone number]

Please do not call the judge about this class action. Neither he, nor any court personnel, will be able to give you advice about this class action. Furthermore, because neither Aidvantage nor Aidvantage's attorneys represent you, they cannot give you legal advice about this class action.

Important Dates

[Date]: Order Preliminarily Approving the Settlement Entered

- [Date]: Defendant to fund Settlement Fund (thirty days after entry of Order Preliminarily Approving the Settlement)
- [Date]: Notice Sent (thirty days after entry of Order Preliminarily Approving the Settlement)
- [Date]: Attorneys' Fees Petition Filed (forty days after entry of Order Preliminarily Approving the Settlement)
- [Date]: Opposition to Attorneys' Fees Petition (seventy-five days after entry of Order Preliminarily Approving the Settlement)
- [Date]: Deadline to Submit Claims, Send Exclusion, or File Objection (seventy-five days after entry of Order Preliminarily Approving the Settlement)
- [Date]: Reply in Support of Attorneys' Fees Petition (fourteen days after the deadline for settlement class members to submit claims, object to, or exclude themselves from, the settlement)
- [Date]: Motion for Final Approval Filed (thirty days before final fairness hearing)
- [Date]: Opposition to Motion for Final Approval Filed (fourteen days before final fairness hearing)
- [Date]: Reply in support of Motion for Final Approval (seven days before final fairness hearing)
- [Date]: Class Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms, and state the number of claims, objections, and opt outs, if any (ten days prior to Final Fairness Hearing)
- [Date]: Final Fairness Hearing

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

Jenae Knox, <i>on behalf of herself and others</i>	)	Case No: 2:25-cv-00121-RAH-JTA
<i>similarly situated,</i>	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Maximus Education, LLC, dba Aidvantage,	)	
	)	
Defendant.	)	
_____	)	

**(PROPOSED) ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT**

This Court is advised that the parties to this Telephone Consumer Protection Act (“TCPA”) action, Jenae Knox (“Plaintiff”) and Maximus Education, LLC, dba Aidvantage (“Defendant”), through their respective counsel, have agreed, subject to this Court’s approval and following notice to the settlement class members and a hearing, to settle the above-captioned lawsuit (“Lawsuit”) upon the terms and conditions set forth in the parties’ class action settlement agreement (“Agreement”), which Plaintiff filed with this Court:

Based on the Agreement and all of the files, records, and proceedings in this matter, and upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and a hearing should and will be held on **[date]**, after notice to the settlement class members, to confirm that the 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:

This Court has jurisdiction over the subject matter of the Lawsuit and over all settling

parties.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant will cause to be served written notice of the class settlement on the United States Attorney General and the Attorneys General of each state in which any settlement class member resides.

This Court preliminarily certifies this case as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the following settlement class:

All persons throughout the United States (1) to whom Maximus Education, LLC, dba Aidvantage placed or caused to be placed a call, (2) directed to a telephone number assigned to a cellular telephone service, but not assigned to a current or former Maximus Education, LLC, dba Aidvantage customer or accountholder, (3) in connection with which Maximus Education, LLC, dba Aidvantage used or caused to be used an artificial or prerecorded voice, (4) from February 12, 2021 through September 26, 2025.

This Court appoints Plaintiff as the representative for the settlement class, and appoints Aaron D. Radbil of Greenwald Davidson Radbil PLLC (“GDR”) as class counsel for the settlement class.

This Court preliminarily finds, for settlement purposes, that this action satisfies the applicable prerequisites for class action treatment under Rule 23, namely:

A. The settlement class is so numerous that joinder of all members is impracticable:

Rule 23(a) requires that a class must be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “Although the number of class members needed to satisfy this rule is no[t] fixed[,] . . . generally . . . more than forty [is] adequate.” *Sos v. State Farm Mut. Auto. Ins. Co.*, No. 21-11769, 2023 WL 5608014, at *16 (11th Cir. Aug. 30, 2023). But “[i]t is not necessary that the precise number of class members be known.” *Fuller v. Becker & Poliakoff, P.A.*, 197 F.R.D. 697, 699 (M.D. Fla. 2000). Rather, plaintiffs may “make reasonable estimates with

support as to the size of the proposed class.” *Id.* And “[t]he Court is given discretion to make assumptions when determining the numerosity of a class.” *Id.*

From February 12, 2021 through September 26, 2025, Defendant placed artificial or prerecorded voice calls to approximately 32,188 cellular telephone numbers that it dispositioned as wrong numbers, or the like. Joinder of all settlement class members is therefore impracticable in this case.

B. Common questions exist as to each settlement class member:

Rule 23(a)(2) requires the existence of common questions of law or fact. *See* Fed. R. Civ. P. 23(a)(2). The burden “to satisfy this requirement [i]s a low hurdle.” *Sos*, 2023 WL 5608014, at *16. And “[n]ot all factual or legal questions raised in the litigation need be common so long as at least one issue is common to all class members.” *Fuller*, 197 F.R.D. at 700. That is, “[a] sufficient nexus is established if the claim or defenses of the class and the class representatives arise from the same event or pattern or practice and are based on the same legal theory.” *Id.*

Courts have held that, whether Defendant used a prerecorded voice in connection with the calls at issue is a question common to the proposed class. For example, the court in *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238, 242 (D. Ariz. 2019), concluded that “whether Defendant used a[] . . . prerecorded voice to allegedly call the putative class members would produce an answer that is central to the validity of each claim in one stroke.” Additionally, the court in *Knapper* held that, if each member of the proposed class suffered the same injury and is entitled to the same statutorily mandated relief, there exists another common question. *See id.* What’s more, the court in *Knapper* held that whether liability attaches to wrong-number calls is a question common to the proposed class. *See id.* Questions of law and fact in this case are therefore common to all members of the class.

C. Plaintiff's claims are typical of the claims of the settlement class members:

"Class certification also requires that the claims of the named plaintiff be typical of the claims of the class." *Fuller*, 197 F.R.D. at 700. "Typicality is satisfied where the named plaintiff possess[es] the same interest and suffer[ed] the same injury as the [unnamed] class members." *Sos*, 2023 WL 5608014, at *17. "This alignment of interests and injuries exists if the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory." *Id.* "Typicality, however, does not require identical claims or defenses." *Id.* "And [d]ifferences in the amount of damages will not defeat typicality, nor will [a] factual variation[,] . . . unless the factual position of the representative markedly differs from that of other members of the class." *Id.*

Plaintiff and members of the settlement class were similarly harmed by Defendant's common practice of delivering artificial or prerecorded voice messages to persons who were not Defendant's customers or accountholders. Plaintiff, therefore, possesses the same interests, and seeks the same relief, as do members of the settlement class. Correspondingly, Plaintiff's claims are typical of the claims of members of the settlement class. As well, that the subject calls Defendant placed to Plaintiff and class members were wrong-number calls makes Plaintiff's claims typical.

D. Plaintiff and class counsel will fairly and adequately protect the interests of all settlement class members:

"Federal Rule of Civil Procedure 23(a)(4) requires that the named plaintiffs provide fair and adequate protection for the interests of the class." *Fuller*, 197 F.R.D. at 700. "This adequacy of representation analysis encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the

representatives will adequately prosecute the action.” *Valley Drug Co. v. Geneva Pharms., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

Here, Plaintiff has protected the interests of settlement class members. She has been involved in this matter. She has communicated regularly with her counsel. And she is prepared to make all necessary decisions involving this case with settlement class members’ best interests in mind.

As well, Plaintiff retained Greenwald Davidson Radbil PLLC (“GDR”), a firm competent in class action litigation, including under the TCPA. Indeed, courts have not only appointed GDR as class counsel in dozens of consumer protection class actions in the past few years alone, but many have also taken care to highlight GDR’s wealth of experience and skill. And GDR has, and will continue to vigorously protect the interests of members of the proposed class. Considering this, Plaintiff and GDR will fairly and adequately protect the interests of the members of the class.

E. Questions common to settlement class members predominate over any questions affecting only individual members:

Rule 23(b)(3) requires “that questions of law or fact common to class members predominate over any questions affecting only individual members[.]” Fed. R. Civ. P. 23(b)(3). “The requirement that common questions of law or fact predominate means the issues in the class action that are subject to generalized proof . . . must predominate over those issues that are subject only to individualized proof.” *Herman v. Seaworld Parks & Ent., Inc.*, 320 F.R.D. 271, 295 (M.D. Fla. 2017). “[I]t is not necessary that all questions of fact or law be common, but only that some questions are common and that they predominate over individual questions.” *Id.*

Relevant, then, is that “[t]o state a claim under the TCPA for calls made to a cellular phone, a plaintiff must allege that: (1) a call was made to a cell or wireless phone, (2) by the use

of any automatic dialing system or an artificial or prerecorded voice, and (3) without prior express consent of the called party.” *Augustin v. Santander Consumer USA, Inc.*, 43 F. Supp. 3d 1251, 1253 (M.D. Fla. 2012). A TCPA defendant, of course, “bears the burden of establishing prior consent.” *Id.* Here, common issues regarding use of artificial or prerecorded messages will predominate over individualized factual questions regarding particular class members in this case.

F. A class action is superior to other available methods for the fair and efficient adjudication of this matter:

Rule 23(b)(3) also requires that a district court determine that “a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Fed. R. Civ. P. 23(b)(3). In determining whether a class action is superior, a court may consider the interest of members of the class in individually controlling the prosecution or defense of separate actions; the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and the difficulties likely to be encountered in the management of a class action. *Id.*

Litigating the TCPA claims in this case as part of a class action is superior to litigating them in successive individual lawsuits. Other courts have similarly found that, in appropriate circumstances, a TCPA class action can be superior to individual actions. *See, e.g., Knapper*, 329 F.R.D. at 247 (“The Court is persuaded that putative class members who would ultimately become part of the class would have little incentive to prosecute their claims on their own. Should individual putative class members choose to file claims on their own, given the potential class size and the relatively small amount of statutory damages for each case, individual litigation would not promote efficiency or reduce litigation costs. . . . Therefore, the Court finds that a class action is a

superior method to adjudicate this matter.”); *see also Palm Beach Golf Center-Boca, Inc. v. Sarris*, 311 F.R.D. 688, 699 (S.D. Fla. 2015) (“[T]he Court finds that a class action is superior to other methods for adjudicating the putative class members’ TCPA claims.”).

As well, no one settlement class member has an interest in controlling the prosecution of this action. Simply, the claims of all members of the settlement class are identical, as they arise from the same standardized conduct, and they result in uniform damages calculated on a per-violation basis. Other courts have reached similar conclusions under their facts. *See, e.g., James v. JPMorgan Chase Bank, N.A.*, No. 8:15-CV-2424-T-23JSS, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) (“This class action, which resolves the controversy more fairly and efficiently than a series of individual actions, satisfies Rule 23(b)(3)’s superiority requirement. Because the TCPA permits a maximum award of \$500 absent a willful violation, each class member lacks a strong financial interest in controlling the prosecution of his action.”).

Furthermore, absent a class action, thousands of claims like Plaintiff’s—all of which stem from Defendant’s conduct—may go un-redressed, as some courts have recognized. Other courts have reached similar conclusions after accounting for their facts. For example, the court in *Siding & Insulation Co. v. Beachwood Hair Clinic, Inc.*, 279 F.R.D. 442, 446 (N.D. Ohio 2012), stated: “Under the TCPA, each individual plaintiff is unlikely to recover more than a small amount (the greater of actual monetary loss or \$500). Individuals are therefore unlikely to bring suit against [the defendant], which makes a class action the superior mechanism for adjudicating this dispute.” And the court in *Green v. Serv. Master On Location Servs. Corp.*, No. 07 C 4705, 2009 WL 1810769, at *3 (N.D. Ill. June 22, 2009), found that “resolution of the issues [under the TCPA] on a classwide basis, rather than in thousands of individual lawsuits (which in fact may never be brought because of their relatively small individual value), would be an efficient use of both

judicial and party resources.”

A class action is therefore the superior method to adjudicate all aspects of this controversy.

This Court also preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members, when considering, in their totality, the following factors: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the plaintiff’s success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *Leverso v. SouthTrust Bank of AL., N.A.*, 18 F.3d 1527, 1530 (11th Cir. 1994).

This Court also considered the following factors in preliminarily finding that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members:

- (A) whether Plaintiff and class counsel have adequately represented the class;
- (B) whether the proposal was negotiated at arm’s length;
- (C) whether the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and

(D) whether the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

A third-party settlement administrator Kroll Settlement Administration LLC (“Kroll”)—will administer the settlement and distribute notice of the settlement to the settlement class members. Kroll will be responsible for mailing the approved class action notices and settlement checks to the settlement class members. All reasonable costs of notice and administration will be paid from the \$3,000,000 common fund.

This Court approves the form and substance of the proposed notice of the class action settlement, which includes the postcard notice, the detachable claim form, and the question-and-answer notice to appear on the dedicated settlement website.

The proposed notice and method for notifying the settlement class members of the settlement and its terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. *See* Fed. R. Civ. P. 23(c)(2)(B); Manual For Complex Litigation § 21.312; *see also Bonoan v. Adobe, Inc.*, No. 3:19-CV-01068-RS, 2020 WL 6018934, at *2 (N.D. Cal. Oct. 9, 2020) (“This Court approves the form and substance of the proposed notice of the class action settlement, which includes postcard notice, publication notice, a physical claim form, and the question-and-answer notice and online claim form, which will appear on the dedicated settlement website.”).

This Court additionally finds that the proposed notice is clearly designed to advise the settlement class members of their rights.

In accordance with the Agreement, the settlement administrator will mail the notice to the settlement class members as expeditiously as possible, but in no event later than 30 days after this

Court's entry of this order, *i.e.*, [date].

Any settlement class member who desires to be excluded from the settlement must send a written request for exclusion to the settlement administrator with a postmark date no later than 75 days after this Court's entry of this order, *i.e.*, no later than [date]. To be effective, the written request for exclusion must state the settlement class member's full name, address, telephone number called by Defendant demonstrating membership in the settlement class, and a clear and unambiguous statement demonstrating a wish to be excluded from the settlement, such as "I request to be excluded from the settlement in the *Knox v. Maximus Education, LLC, dba Aidvantage* action." A settlement class member who requests to be excluded from the settlement must sign the request personally, or, if any person signs on the settlement class member's behalf, that person must attach a copy of the power of attorney authorizing that signature. A settlement class member may exclude himself or herself on an individual basis only. "Mass" or "class" opt-outs, whether submitted by third parties on behalf of a "mass" or "class" of settlement class members or multiple settlement class members are not allowed, and will not be permitted by the Court.

Any settlement class member who submits a valid and timely request for exclusion will not be bound by the terms of the Agreement. Any settlement class member who fails to submit a valid and timely request for exclusion will be considered a settlement class member and will be bound by the terms of the Agreement.

Any settlement class member who intends to object to the fairness of the proposed settlement must file a written objection with this Court within 75 days after this Court's entry of this order, *i.e.*, no later than [date]. Further, any such settlement class member must, within the same time period, provide a copy of the written objection to:

Aaron D. Radbil
Greenwald Davidson Radbil PLLC
5550 Glades Road
Suite 500
Boca Raton, FL 33431

Ryan DiClemente
Matthew Knepper
Husch Blackwell LLP
1801 Pennsylvania Avenue, NW
Suite 1000
Washington, DC 20006-3606
ryan.diclemente@huschblackwell.com
Matt.knepper@huschblackwell.com

United States District Court for the Middle District of Alabama
Frank M. Johnson Jr. Courthouse
One Church Street
Montgomery, AL 36104

To be effective, a notice of intent to object to the settlement must include the settlement class member's:

- a. Full name;
 - b. Address;
 - c. Telephone number to which Defendant placed a subject artificial or prerecorded voice call from February 12, 2021 through September 26, 2025, to demonstrate that the objector is a member of the settlement class;
 - d. Statement of the objection;
 - e. Description of the facts underlying the objection;
 - f. Description of the legal authorities that support each objection;
 - g. Statement noting whether the objector intends to appear at the fairness hearing;
 - h. List of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony;
 - i. List of exhibits that the objector intends to present at the fairness hearing;
- and

j. Signature from the settlement class member.

Any settlement class member who has timely filed an objection may appear at the final fairness hearing, in person or by counsel, to be heard to the extent allowed by this Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the proposed settlement, and on the application for an award of attorneys' fees, costs, and litigation expenses.

Any objection that includes a request for exclusion will be treated as an exclusion and not an objection. And any settlement class member who submits both an exclusion and an objection will be treated as having excluded himself or herself from the settlement, and will have no standing to object.

If this Court grants final approval of the settlement, the settlement administrator will mail a settlement check to each settlement class member who submits a valid, timely claim.

This Court will conduct a final fairness hearing on **[date]**, at the United States District Court for the Middle District of Alabama, Frank M. Johnson Jr. Courthouse, One Church Street, Montgomery, AL 36104, to determine:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 23;
- B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members and should be approved by this Court;
- C. Whether a final order and judgment, as provided under the Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the released claims against the released parties; and
- D. To discuss and review other issues as this Court deems appropriate.

Attendance by settlement class members at the final fairness hearing is not necessary. Settlement class members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement class members wishing to be heard are, however, required to appear at the final fairness hearing. The final fairness hearing may be postponed, adjourned, transferred, or continued without further notice to the class members.

Memoranda in support of the proposed settlement must be filed with this Court no later than thirty days before the final fairness hearing *i.e.*, no later than **[date]**. Opposition briefs to any of the foregoing must be filed no later than fourteen days before the final fairness hearing, *i.e.*, no later than **[date]**. Reply memoranda in support of the foregoing must be filed with this Court no later than seven days before the final fairness hearing, *i.e.*, no later than **[date]**.

Memoranda in support of any petitions for attorneys' fees and reimbursement of costs and litigation expenses by class counsel must be filed with this Court no later than thirty-five days before the deadline for settlement class members to object to, or exclude themselves from, the settlement (forty days after this Court's entry of this Order), *i.e.*, no later than **[date]**. Opposition briefs to any of the foregoing must be filed no later than seventy-five days after entry of this Order, *i.e.*, no later than **[date]**. Reply memoranda in support of the foregoing must be filed with this Court no later than fourteen days after the deadline for settlement class members to object to, or exclude themselves from, the settlement, *i.e.*, no later than **[date]**.

The Agreement and this order will be null and void if any of the parties terminates the Agreement per its terms. Certain events described in the Agreement, however, provide grounds for terminating the Agreement only after the parties have attempted and completed good faith negotiations to salvage the settlement but were unable to do so.

If the Agreement or this order are voided, then the Agreement will be of no force and effect,

and the parties' rights and defenses will be restored, without prejudice, to their respective positions as if the Agreement had never been executed and this order never entered.

This Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Agreement.

This Court sets the following schedule:

- [Date]:** Order Preliminarily Approving the Settlement Entered
- [Date]:** Defendant to fund Settlement Fund (thirty days after entry of Order Preliminarily Approving the Settlement)
- [Date]:** Notice Sent (thirty days after entry of Order Preliminarily Approving the Settlement)
- [Date]:** Attorneys' Fees Petition Filed (forty days after entry of Order Preliminarily Approving the Settlement)
- [Date]:** Opposition to Attorneys' Fees Petition (seventy-five days after entry of Order Preliminarily Approving the Settlement)
- [Date]:** Deadline to Submit Claims, Send Exclusion, or File Objection (seventy-five days after entry of Order Preliminarily Approving the Settlement)
- [Date]:** Reply in Support of Attorneys' Fees Petition (fourteen days after the deadline for settlement class members to submit claims, object to, or exclude themselves from, the settlement)
- [Date]:** Motion for Final Approval Filed (thirty days before final fairness hearing)
- [Date]:** Opposition to Motion for Final Approval Filed (fourteen days before final fairness hearing)
- [Date]:** Class Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms, and state the number of claims, objections, and opt outs, if any (ten days prior to Final Fairness Hearing)

[Date]: Reply in support of Motion for Final Approval (seven days before final fairness hearing)

[Date]: Responses to any objection to the settlement (seven days before final fairness hearing)

[Date]: Final Fairness Hearing

IT IS SO ORDERED.

Dated:

UNITED STATES DISTRICT COURT JUDGE

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

Jenae Knox, <i>on behalf of herself and others</i>	)	Case No: 2:25-cv-00121-RAH-JTA
<i>similarly situated,</i>	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Maximus Education, LLC, dba Aidvantage,	)	
	)	
Defendant.	)	
_____	)	

(PROPOSED) ORDER FINALLY APPROVING CLASS ACTION SETTLEMENT

Jenae Knox (“Plaintiff”) filed a class action complaint (the “Lawsuit”) against Maximus Education, LLC, dba Aidvantage (“Defendant”) in the United States District Court for the Middle District of Alabama, Case No. 2:25-cv-00121-RAH-JTA, asserting class claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227.

On or around **[date]**, after extensive arm’s-length negotiations, Plaintiff and Defendant (the “Parties”) entered into a written class action settlement agreement (the “Agreement”), ECF No. **[#]**, which is subject to review under Fed. R. Civ. P. 23.

On **[date]**, the Parties filed the Agreement, along with Plaintiff’s unopposed motion for preliminary approval of class action settlement (the “Preliminary Approval Motion”). ECF No. **[#]**.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715, Defendant had served written notice of the proposed class settlement as directed.

On **[date]**, upon consideration of Plaintiff’s Preliminary Approval Motion and the record, this Court entered an order preliminarily approving the class action settlement (“Order

Preliminarily Approving the Settlement”). Pursuant to the Order Preliminarily Approving the Settlement, this Court, among other things, (i) preliminarily approved the proposed settlement and (ii) set the date and time of the final fairness hearing. ECF No. [#].

On [date], Plaintiff filed her motion for attorneys’ fees, costs, and expenses. ECF No. [#].

On [date], Plaintiff filed her motion for final approval of class action settlement (the “Final Approval Motion”). ECF No. [#].

On [date], a final fairness hearing was held pursuant to Fed. R. Civ. P. 23 to determine whether the claims asserted in the Lawsuit satisfy the applicable prerequisites for class action treatment and whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members and should be approved by this Court.

The Parties now request final certification of the settlement class under Fed. R. Civ. P. 23(b)(3) and final approval of the proposed class action settlement.

This Court has read and considered the Agreement, Final Approval Motion, and the record of these proceedings.

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

Pursuant to Fed. R. Civ. P. 23(b)(3), and for the reasons this Court included in the Order Preliminarily Approving the Settlement, the Lawsuit is finally certified, for settlement purposes, as a class action on behalf of the following settlement class members with respect to the claims asserted in the Lawsuit:

All persons throughout the United States (1) to whom Maximus Education, LLC, dba Aidvantage placed or caused to be placed a call, (2) directed to a telephone number assigned to a cellular telephone service, but not assigned to a current or former Maximus Education, LLC, dba Aidvantage customer or accountholder, (3)

in connection with which Maximus Education, LLC, dba Aidvantage used or caused to be used an artificial or prerecorded voice, (4) from February 12, 2021 through September 26, 2025.

Pursuant to Fed. R. Civ. P. 23, this Court finally certifies Plaintiff as the class representative, and Aaron D. Radbil of Greenwald Davidson Radbil PLLC (“GDR”) as class counsel.

Pursuant to this Court’s Order Preliminarily Approving the Settlement, the approved class action notices were mailed. The form and method for notifying the settlement class members of the settlement and its terms and conditions were in conformity with this Court’s Order Preliminarily Approving the Settlement and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. This Court finds that the notice was clearly designed to advise settlement class members of their rights.

This Court again finds, for the reasons this Court included in the Order Preliminarily Approving the Settlement, that the settlement class satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, namely:

- A. The settlement class members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the settlement class members, which predominate over any individual questions;
- C. Plaintiff’s claims are typical of the claims of the settlement class members;
- D. Plaintiff, Mr. Radbil, and GDR have fairly and adequately represented and protected the interests of all settlement class members;

- E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy; and
- F. A class action is superior to other available methods for a fair and efficient adjudication of this controversy.

This Court finds that that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members, when considering, in their totality, the following factors:

- A. The existence of fraud or collusion behind the settlement:

The parties reached an agreement to resolve this matter only after mediating Plaintiff's claims against Defendant with a well-respected mediator—Seamus Duffy. The settlement is therefore not a product of collusion but was the result of arm's-length settlement negotiations, as directed by an experienced class action mediator. *See James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2016 WL 6908118, at *2 (M.D. Fla. Nov. 22, 2016) (“No indication appears that the settlement resulted from collusion. Rather, the parties settled with the assistance of court-appointed mediator[.]”).

- B. The complexity, expense, and likely duration of the litigation:

There is “an overriding public interest in favor of settlement, particularly in class actions that have the well-deserved reputation as being most complex.” *Assoc. for Disabled Am., Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 466 (S.D. Fla. 2002); *In Re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 530 (E.D. Mich. 2003) (noting “a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable[,] and settlement conserves judicial resources”).

Absent settlement, significant motion practice lay ahead, including briefing on Plaintiff's motion for class certification, and likely competing motions for summary judgment. Given the

considerable work already performed in this matter—and the work left to perform absent settlement, including any appeals—settlement here is warranted. *See, e.g., Bennett v. Behring Corp.*, 96 F.R.D. 343, 349 (S.D. Fla. 1982), *aff’d*, 737 F.2d 982 (11th Cir. 1984) (plaintiffs faced a “myriad of factual and legal problems” that led to “great uncertainty as to the fact and amount of damage,” which made it “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial”).

C. The stage of the proceedings and the amount of discovery completed:

Courts also consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that counsel had an adequate appreciation of the merits of the case before negotiating. *In re Checking Overdraft Litig.*, 830 F. Supp. 2d 1330, 1349 (S.D. Fla. 2011). At the same time, “[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations.” *Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992).

The parties engaged in significant discovery, focused both on Plaintiff’s individual claims and on those of absent settlement class members. The settlement was, therefore, consummated when the parties were well-informed regarding the strengths and weaknesses of their respective positions. *See Mashburn v. Nat’l Healthcare, Inc.*, 684 F. Supp. 660, 669 (M.D. Ala. 1988) (“That is, Class Counsel developed ample information and performed extensive analyses from which to determine the probability of their success on the merits, the possible range of recovery, and the likely expense and duration of the litigation.”).

D. The probability of Plaintiff’s success on the merits:

Courts additionally consider “the likelihood and extent of any recovery from the defendant[] absent . . . settlement.” *In re Domestic Air Transp.*, 148 F.R.D. 297, 314 (N.D. Ga.

1993); *see also Ressler*, 822 F. Supp. at 1555 (“A Court is to consider the likelihood of the plaintiff’s success on the merits of his claims against the amount and form of relief offered in the settlement before judging the fairness of the compromise.”). However, that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate. *In re Checking Overdraft Litig.*, 830 F. Supp. 2d at 1350. This is because a settlement must be evaluated in light of the attendant risks with litigation. *Id.* These factors also weigh in favor of the settlement here.

Despite obstacles, and with the assistance of a mediator, Plaintiff negotiated a settlement that compares favorably to other TCPA class action settlements.

To be sure, the per-claimant recovery of [\$] exceeds that of other approved TCPA class action settlements. *See, e.g., Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228 (N.D. Ill. 2016) (\$52.50 per claimant); *Hashw v. Dep’t Stores Nat’l Bank*, 182 F. Supp. 3d 935, 947 (D. Minn. 2016) (\$33.20 per claimant); *Wright v. Nationstar Mortg. LLC*, No. 14-10457, 2016 WL 4505169, at *8 (N.D. Ill. Aug. 29, 2016) (approximately \$45 per claimant); *In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 789 (N.D. Ill. 2015) (finding that \$34.60 per person falls “within the range of recoveries” in a TCPA class action); *Rose v. Bank of Am. Corp.*, Nos. 11-2390, 12-4009, 2014 WL 4273358, at *10 (N.D. Cal. Aug. 29, 2014) (claimants received between \$20 and \$40 each); *Steinfeld v. Discover Fin. Servs.*, No. 12-1118, 2014 WL 1309352, at *7 (N.D. Cal. Mar. 31, 2014) (approving a settlement that ultimately distributed less than \$50 per claimant, *see* ECF No. 101).

Additionally significant, the court in *Markos v. Wells Fargo Bank, N.A.* characterized a \$24 per-claimant recovery in a TCPA class action as “an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter.” No. 15-1156, 2017 WL 416425, at

*4 (N.D. Ga. Jan. 30, 2017).

What’s more, the settlement provides class members with real monetary relief, despite the purely statutory damages at issue—damages that courts have deemed too small to incentivize individual actions. *See, e.g., Palm Beach Golf Center-Boca, Inc. v. Sarris*, 311 F.R.D. 688, 699 (S.D. Fla. 2015) (noting that the small potential recovery in individual TCPA actions reduced the likelihood that class members will bring suit); *St. Louis Heart Cntr., Inc. v. Vein Cntrs. for Excellence, Inc.*, No. 12-174, 2013 WL 6498245, at *11 (E.D. Mo. Dec. 11, 2013) (explaining that because the statutory damages available to each individual class member are small, it is unlikely that the class members have interest in individually controlling the prosecution of separate actions). Therefore, because of the settlement, settlement class members will receive money they otherwise would have likely never pursued on their own.

In the end, the settlement constitutes an objectively favorable result for settlement class members, and outweighs the mere possibility of future relief after protracted and expensive litigation.

E. The opinions of Plaintiff and GDR:

“In determining whether to approve a proposed settlement, the Court is entitled to rely upon the judgment of the parties’ experienced counsel.” *In re Domestic Air Transp.*, 148 F.R.D. at 312-13.

GDR is highly experienced in class action litigation, particularly in cases under the TCPA. And GDR firmly believes that the settlement is fair, reasonable, adequate, and in the best interests of class members. *Accord Mashburn*, 684 F. Supp. at 669 (“If plaintiffs’ counsel did not believe these factors all pointed substantially in favor of this settlement as presently structured, this Court is certain that they would not have signed their names to the settlement agreement.”).

The Court has also considered the following factors in finding that the settlement of this action, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Agreement, which is deemed incorporated into this order, is finally approved and must be consummated in accordance with its terms and provisions, except as amended by any order issued by this Court. The material terms of the Agreement include, but are not limited to, the following:

- A. Settlement Fund – Defendant established a \$3,000,000 non-reversionary fund (the “Settlement Fund”).
- B. Deductions – The following are to be deducted from the Settlement Fund before any other distributions are made:

- a. The costs for the administration of the settlement and class notice;
- b. GDR's attorneys' fees, in the amount of [\$]; and
- c. Reimbursement of GDR's litigation costs and expenses in the amount of [\$].

C. Settlement Payments to Class Members – Each settlement class member who submitted an approved claim form will receive compensation as set forth in the Agreement. Each settlement check will be void one-hundred twenty days after issuance.

The settlement class members were given an opportunity to object to the settlement. [No] settlement class member objected to the settlement or the requests for attorneys' fees, costs, or expenses. [No] settlement class member made a valid and timely request for exclusion.

This order is binding on all settlement class members.

Plaintiff, settlement class members, and their successors and assigns are permanently barred from pursuing, either individually or as a class, or in any other capacity, any of the released claims against the released party, as set forth in the Agreement. Pursuant to the release contained in the Agreement, the released claims are compromised, settled, released, and discharged, by virtue of these proceedings and this order.

This final order and judgment bars and permanently enjoins Plaintiff and all members of the settlement class from (a) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit, arbitration or individual or class action proceeding in any jurisdiction (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), asserting the released claims, and (b) attempting to effect opt-outs of a class of individuals in any lawsuit or arbitration proceeding based on the released claims, except that settlement class members are not precluded from

addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement.

The Lawsuit is hereby dismissed with prejudice in all respects.

This order, the Agreement, and any and all negotiations, statements, documents, and proceedings in connection with this settlement are not, and will not be construed as, an admission by Defendant of any liability or wrongdoing in this or in any other proceeding.

This Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order, including the award of attorneys' fees, costs, disbursements, and expenses to class counsel.

For the reasons set forth in Plaintiff's motion for attorneys' fees, costs, and expenses, ECF No. [#], class counsel's request for an award of attorneys' fees of [\$] of the settlement fund is approved.

Class counsel's request for reimbursement of reasonable litigation costs and expenses in the total amount of [\$] is approved. *See id.*

IT IS SO ORDERED.

Dated:

UNITED STATES DISTRICT COURT JUDGE