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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DAVID GREENLEY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MAYFLOWER TRANSIT, LLC,

Defendant.

CASE NO. 21-cv-339-WQH-MDD

**DECLARATION OF CAROLE
THOMPSON ON BEHALF OF
SETTLEMENT ADMINISTRATOR
REGARDING SETTLEMENT
ADMINISTRATION**

1 I, Carole Thompson, declare as follows:

2 1. I am the Supervising Case Manager for CPT Group, Inc. (“CPT”), the
3 Settlement Administrator jointly agreed upon by the Parties and approved by the
4 Court for *Greenley v. Mayflower Transit, LLC*. I have personal knowledge of the facts
5 set forth in this declaration and, if called upon to testify, I could and would testify
6 competently to such facts. I submit this declaration in support of Plaintiffs’ motion
7 for final approval of the class action settlement.

8 2. CPT has extensive experience in providing notice of class actions and
9 administering class action settlements. In the past 32-plus years, we have provided
10 notification and/or settlement administration services in thousands of class action
11 cases.

12 3. As the Settlement Administrator in this case, CPT was charged with the
13 following: disseminating the Notice of Class Action Settlement; establishing and
14 maintaining the Settlement Website; researching and updating addresses through
15 skip-traces and similar means; receiving and validating claims and requesting
16 additional information from claimants if warranted; receiving and validating opt-outs;
17 preparing a declaration regarding its due diligence; mailing settlement checks to Class
18 Member claimants; disbursing funds from the Settlement; and preparing reports and
19 summaries as the Parties or the Court may direct in order to effectuate the Settlement.

20 **CLASS LIST**

21 4. On February 18, 2022, CPT received data files containing the name,
22 mailing address, and email address information for Class Members. CPT then
23 undertook to create a master list of Class Members for use in connection with class
24 notice and settlement administration. Among other things, CPT ran the email
25 addresses through a validation program in an effort to remove invalid email addresses
26 and conducted a National Change of Address (NCOA) search in order to update the
27 mailing addresses. The NCOA database provides updated addresses for any
28 individual who has moved in the previous four years and notified the U.S. Postal

1 Service of their change of address. This process resulted in a master list of 158 Class
2 Members (“Class List”).

3 **CLASS NOTICE**

4 5. With input from the Parties, CPT designed the Settlement Website
5 (www.cptgroupcaseinfo.com/MayflowerGreenley), which went live on March 11,
6 2022. The Settlement Website made available copies of the Settlement Agreement,
7 the Preliminary Approval Order, the Claim Form, and the Long Form Class Notice.
8 The Settlement Website provided Class Members with a timeline, reflecting relevant
9 dates and deadlines regarding the Settlement.

10 6. On March 11, 2022, the Long Form Class Notice and Claim Form was
11 mailed via U.S. First-Class mail to 158 Class Members. Attached hereto as **Exhibit**
12 **A** is a true and correct copy of the Mail Notice that was mailed.

13 7. On March 11, 2022, the Short Form Class Notice was sent via email to
14 158 email addresses of Class Members for whom an email address was available in
15 the Class List. Attached hereto as **Exhibit B** is a true and correct copy of the Short
16 Form Notice that was emailed. Of those emails, 8 were bounced back indicating that
17 the email address was no longer valid.

18 8. Of the mailed Mail Notices, 1 was forwarded by the Post Office to the
19 recipient’s new address, and 21 were returned by the Post Office to CPT as
20 undeliverable and without forwarding addresses. For those Notices that were returned
21 without forwarding addresses, CPT attempted to locate a current mailing address
22 using databases for skip tracing. CPT was able to obtain new address information for
23 8 of the individuals whose initial mailing had been returned, and CPT promptly re-
24 mailed Summary Class Notices to those new addresses. Only 13 of the re-mailed
25 notices were returned to CPT as undeliverable.

26 9. CPT also established and has maintained a case-specific 24-hour toll-
27 free telephone number (1-888-723-0593), which went live on March 11, 2022. Calls
28 received during business hours (9:00 a.m. to 5:30 p.m. (PST) Monday through Friday)

1 given an opportunity to speak with a live representative. Calls received outside
2 business hours were given the option of leaving a voicemail.

3 10. CPT also established and has maintained a dedicated email address
4 (MayflowerGreenley@cptgroup.com) which Class Members can use to communicate
5 with CPT regarding the case.

6 **CLAIMS ADMINISTRATION**

7 11. The deadline for Class Members to submit a Claim was April 11, 2022.
8 Upon receipt of each Claim Form, CPT undertook to determine whether it was valid,
9 invalid, or deficient.

10 12. As of May 3, 2022, a total of 45 Claims have been received by CPT. Of
11 that total, 3 Claims were untimely but otherwise valid.

12 13. Based on the 158 Class Members, the 45 valid Claims represents a valid
13 claims rate of 28.48%. The estimated pro rata payment to each Class Member
14 submitting claims is \$22,980.

15 **EXCLUSIONS AND OBJECTIONS**

16 14. The deadline for Class Members to exclude themselves from the
17 Settlement Class was April 11, 2022. CPT did not receive any exclusion requests
18 (“Opt-Outs”).

19 15. The deadline for Class Members to file and serve a written objection to
20 the Settlement Agreement likewise was April 11, 2022. CPT has not received any
21 objections.

22 **FURTHER STEPS FOLLOWING FINAL APPROVAL**

23 16. If the Court grants final approval of the Settlement, CPT will handle
24 distribution of the Settlement Amount in accordance with the Settlement Agreement
25 and the Court’s order. Payments to Participating Class Members will be in the form
26 of a physical check, direct deposit or PayPal.

27 17. The total charge for CPT’s settlement administration services in this
28 matter will be \$12,500.00. This figure includes all services provided to date (including

1 but not limited to preparing the Class List for notice; printing, postage, mailing and
2 emailing notice; claims processing; coordination with counsel; and communications
3 with Class Members), and for all services that will be necessary to complete the
4 administration process after final court approval (including but not limited to
5 preparing checks to Participating Class Members, postage, coordination with counsel,
6 communications with Class Members, and all banking and accounting activities).

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9 I declare under penalty of perjury under the laws of the State of California that
10 the foregoing is true and correct. Executed on May 3, 2022 at Irvine, California.

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13 Carole Thompson
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EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DAVID GREENLEY, individually and on behalf of others) CASE NO. 21cv339-WQH-MDD
 similarly situated,)

Plaintiffs,)

v.)

MAYFLOWER TRANSIT, LLC,)

Defendant.)

[Judge: Hon. William Q. Hayes]

NOTICE OF CLASS ACTION SETTLEMENT

WHY SHOULD YOU READ THIS NOTICE?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement.

The United States District Court for the Southern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on August 4, 2022 at 10:30 a.m., before the Honorable District Judge William Q. Hayes at the United States District Courthouse, Southern District of California, 333 W Broadway #420, San Diego, CA 92101.

WHAT IS THIS CASE ABOUT?

This is an action for alleged violations of the California Invasion of Privacy Act (“CIPA”) for recording of telephone calls between the Plaintiff class members and Defendant Mayflower Transit, LLC (“Mayflower”) as part of the Mayflower Gemini Program. This case arises from Mayflower’s creation of a marketing program around May 2020 to permit customers to do online bookings for moving services and minimize or eliminate the need for telephonic communications to place or confirm an order for moving services. The Gemini Program eliminated the need for certain customers for telephone communications to book a move. There was still some need for telephonic customer service.

Plaintiff alleges that Mayflower recorded certain telephone customer service calls between Mayflower Customer Service Agents and its Gemini Program Customers without providing proper advance notice of such recordings. Plaintiff alleges these recordings were a violation of CIPA. This lawsuit seeks statutory damages for such recordings under CIPA. Defendants contend that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation.

NOTICE OF SETTLEMENT PLEASE READ THIS NOTICE CAREFULLY.
WHY ARE YOU RECEIVING THIS NOTICE?

You received this Notice of Settlement (“Notice”) either because the records of Mayflower show you participated in the Gemini Program by booking your move online and also that you had one or more telephone conversations with a Mayflower Customer Service Agent between February 25, 2020 and February 25, 2021.

In the preliminary approval of the settlement, the Court has decided that everyone who fits the following description is a class member for purposes of the proposed settlement, defined as follows:

**For more information, call the Settlement Administrator toll-free at 1-888-723-0593 or visit
www.cptgroupcaseinfo.com/MayflowerGreenley.**

A. The Confidential Communication Class for Violation of Penal Code §632

All persons in California who booked a move online through the Mayflower Gemini program and whose conversations were recorded without their consent, by Defendant, and or its agents, within the one year prior to the filing of the Complaint.

B. The Cellular Phone Communication Sub-Class for Violation of Penal Code §632.7

All persons in California who booked a move online through the Mayflower Gemini program and whose cellular telephone conversations were recorded without their consent, by Defendant, and or its agents, within the one year prior to the filing of the Complaint.

Because you fit this definition, you may be entitled to receive money from a Settlement in this case, as described below.

The Settlement Administrator has posted information regarding the settlement on a website which can be accessed at www.cptgroupcaseinfo.com/MayflowerGreenley. This website allows Class Members to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, this Notice of Settlement (in generic form), and a claim form. The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

WHAT ARE THE TERMS OF THE SETTLEMENT?

Mayflower has agreed to pay One Million Four Hundred Fifty Thousand Dollars (\$1,450,000 USD) to settle this lawsuit ("Gross Settlement Amount"). Deductions from this amount will be made for attorneys' fees and costs for Class Counsel (see below), settlement administration costs, and service awards to the Named Plaintiff David Greenley for his service to the Settlement Class. After deductions of these amounts, what remains of the Gross Settlement Amount (the "Net Settlement Amount") will be available to pay monetary Settlement Awards to all Settlement Class Members who do not opt out of the Settlement Class and submit a claim ("Settlement Class Members"). This Settlement is the result of good faith, arm's length negotiations between Plaintiffs and Defendants, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

HOW MUCH CAN I EXPECT TO RECEIVE?

All Settlement Class Members will receive a pro rata share of the Net Settlement Amount based on the formula $\text{Net Settlement Amount} / \text{Total Class Members Submitting Claims} = \text{Net Payment to Each Class Member}$. If the Court approves all requested attorney fees, litigation costs, service awards and administration costs, the net settlement fund available for pro rata distribution to class members (exclusive of administrative costs) would be \$1,010,000. If 100% of the class members submit claims, the payment to each class member would be approximately \$6,462.26. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth above. The amount you will actually receive may vary based on the amounts approved by the court for attorney fees, litigation costs, service awards and administration costs and upon the number of claims submitted.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If there are any uncashed settlement checks, the Parties will first attempt a redistribution to the Class Members if a redistribution is economically feasible. However, if a redistribution to the Class Members is not economically feasible, any funds from uncashed settlement checks shall be delivered to a *cy pres* recipient selected by the Parties and approved by the Court.

For more information, call the Settlement Administrator toll-free at 1-888-723-0593 or visit www.cptgroupcaseinfo.com/MayflowerGreenley.

WHAT ARE THE RELEASES?

Upon Final Approval of the Settlement Agreement, Settlement Class Members shall and hereby do release claims against the Mayflower Transit, Inc. and all of its former, present and future direct and indirect parents, affiliates, subsidiaries, successors and predecessors, and all of their respective former, present and future officers, directors, shareholders, managers, general partners, limited partners, employees, servants, agents, principals, attorneys, representatives, insurers, reinsurers, predecessors, successors, divisions, joint ventures, assigns, independent contractors and vendors (collectively the "Released Parties") from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands, of whatever character, known or unknown, arising out of, relating to, or in connection with, the operative complaint in the Action, the putative Class Claims asserted in the Action, the Released Parties' recording and/or monitoring of calls, and the administration of this settlement ("Released Claims").

WHAT ARE MY RIGHTS AND OPTIONS?

• **Do Nothing:** If you are a Settlement Class Member and do not timely and validly opt-out or submit a claim, you will be bound by the Settlement including its release provisions and waive any Released Claims against the Released Parties.

• **Submit a Claim:** If you are a member of the Settlement Class and wish to participate in the Settlement, you must submit a written claim, postmarked by April 11, 2022, and you will be entitled to receive your pro rata share of the Net Settlement Fund and will be bound by the Settlement including its release provisions and waive any Released Claims against the Released Parties.

• **Opt-Out:** If you are a member of the Settlement Class and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("opt-out"), postmarked by April 11, 2022. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), and must be signed individually by you. The opt-out request must be sent by mail to the Settlement Administrator at Mayflower Transit Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606. Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.

• **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement postmarked by April 11, 2022. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be filed with the United States District Court for the Southern District of California, with a copy mailed to:

Class Counsel	
SWIGART LAW GROUP, APC Joshua B. Swigart 2221 Camino del Rio S, Ste. 308 San Diego, CA 92108	THE BARRY LAW OFFICE, LTD Peter F. Barry 333 Washington Ave No, Suite 300-9038 Minneapolis, MN 55401-1353

-AND-

Counsel for Defendant
LEWIS BRISBOIS Katherine C. Den Bleyker 633 W. 5th Street, Ste. 4000 Los Angeles, CA 90071

For more information, call the Settlement Administrator toll-free at 1-888-723-0593 or visit www.cptgroupcaseinfo.com/MayflowerGreenley.

If you file a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendant's counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement.

If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants' counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused upon a showing of good cause. The Court will only require substantial compliance with the requirements for submitting an objection.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

**For more information, call the Settlement Administrator toll-free at 1-888-723-0593 or visit
www.cptgroupcaseinfo.com/MayflowerGreenley.**

CLAIM FORM

David Greenley, Individually and on Behalf of All Others Similarly Situated v. Mayflower Transit, LLC.
UNITED STATES DISTRICT COURT CASE NO. 21cv339-WQH-MDD

CPT ID: «ID»
«FullName»
«Address1» «Address2»
«City», «State» «Zip»

CORRECT NAME AND ADDRESS HERE:

If you wish to file a claim to receive monetary compensation as described in the Settlement Agreement, you must submit this Claim Form to the Settlement Administrator, CPT Group, Inc. The Claim Form must be completed, signed, and postmarked by **April 11, 2022**, for it to be considered timely. A complete definition of the class qualifications and class terms is provided in the Settlement Agreement, which is available at www.cptgroupcaseinfo.com/MayflowerGreenley. There is a limit of one Claim Form per CLAIMANT.

Claim Forms must be submitted to:

Greenley v. Mayflower Transit LLC.
Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Current Contact Telephone: _____

Email Address: _____

Select the method by which you would like to receive your settlement benefit.

Select only one:

- ☐ Check via mail.
- ☐ Direct Deposit/ACH
- ☐ Direct credit to my PayPal account

Please confirm the email address listed above is the correct address to receive notification of your payment.

Signature: _____

Date: _____

**For more information, call the Settlement Administrator toll-free at 1-888-723-0593 or visit
www.cptgroupcaseinfo.com/MayflowerGreenley.**

EXHIBIT B

To: [Class Member Email Address]

From: MayflowerGreenley@cptgroup.com

Subject: Summary Notice of Class Action Settlement – Greenley v. Mayflower Transit, LLC.

Body of Email:

NOTICE OF PENDING CLASS ACTION SETTLEMENT AND NOTICE OF PROPOSED SETTLEMENT

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER

If you are a person in California who booked a move online through the Mayflower Gemini program and communicated by telephone between February 25, 2020 and February 25, 2021 with Mayflower Transit, LLC (“Mayflower”), within one year prior to February 25, 2021 your rights could be affected by a class action settlement. The Gemini program was an internal designation for moves booked between May 2020 and December 2020. This pilot program was intended to minimize customer interactions with live agents instead, encouraging customers to book online and use the website’s chat function for any questions. Note, any references to the “Gemini” program was unknown to customers but was used internally by Mayflower for the purpose of identifying customers within this pilot program.

Please read this notice carefully. Your legal rights could be affected depending on whether or not you act in response to this notice. This is not a solicitation from a lawyer.

This notice relates to a class action settlement preliminarily approved by the Court in the United States District Court, Southern District of California, in a civil action entitled *David Greenley, individually and on behalf of others similarly situated v. Mayflower Transit, LLC*; 3:21-cv-339-WQH-MDD (the “Action”). This lawsuit challenges Mayflower’s alleged illegal call recording practices in violation of California’s privacy laws. Mayflower disputes the claims and believes that their business practices, and the information provided about them, are clear and understandable to customers and comply with all applicable laws.

WHY IS THERE A SETTLEMENT? No court has decided in favor of either side in any of the lawsuits. Greenley and Greenley’s lawyers believe that the claims they have made against Mayflower have merit, but that the proposed settlement is fair and in the best interest of the class because it provides appropriate recovery for class members now, while avoiding the risk, expense, uncertainty, and delay of continuing to pursue the lawsuit. In reaching this conclusion, Greenley and Greenley’s lawyers considered the possibility that Greenley and many of the class members might be required to bring their claims individually, and the possibility that the lawsuits might ultimately result in no recovery whatsoever. Mayflower does not believe that the claims against them have merit. Mayflower is settling because it believes that it is in the best interests of both Mayflower and Mayflower’s customers to enter into the proposed settlement.

WHO IS IN THE SETTLEMENT CLASS? In the preliminary approval of the settlement, the Court has decided that everyone who fits the following description is a class member for purposes of the proposed settlement, defined as follows:

A. The Confidential Communication Class for Violation of Penal Code §632

All persons in California who booked a move online through the Mayflower Gemini program and whose conversations were recorded without their consent, by Defendant, and or its agents, within the one year prior to the filing of the Complaint.

B. The Cellular Phone Communication Sub-Class for Violation of Penal Code §632.7

All persons in California who booked a move online through the Mayflower Gemini program and whose cellular telephone conversations were recorded without their consent, by Defendant, and or its agents, within the one year prior to the filing of the Complaint.

WHAT DOES THE SETTLEMENT PROVIDE? Mayflower has established a \$1,450,000.00 Settlement Fund. This Settlement Fund will be utilized to provide compensation to the Class Members who submit a claim; an incentive award to Greenley, payment of attorneys’ fees and litigation costs to Class Counsel, and the costs of notice and claims administration.

PRO RATA DISTRIBUTION: Each Class Member who submits a claim will receive an equal distribution of the settlement funds following deduction of an incentive award, class counsels' fees and litigation costs, and the costs of notice and claims administration. If all class members opt in and the Court awards the entire requested incentive award, attorneys' fees, and litigation costs, Class Counsel anticipates this amount to be \$6,462.26 per class member; however, the actual amount will vary.

INCENTIVE AWARD: The Court may award a maximum of \$10,000 to Greenley as a result of Greenley's service to the class.

ATTORNEYS' FEES AND LITIGATION COSTS: Class Counsel also seeks to recover a maximum of 25% of the Settlement Fund for Class Counsel's Attorneys' Fees; plus Costs. This amount shall not exceed \$362,500 plus up to an additional \$50,000 in costs and will be contingent upon Court approval.

ADDITIONAL INFORMATION AND DOCUMENTS RELATED TO THE SETTLEMENT ARE AVAILABLE AT WWW.CPTGROUPCASEINFO.COM/MAYFLOWERGREENLEY. YOU MAY ALSO CALL THE SETTLEMENT ADMINISTRATOR TOLL-FREE AT 1-888-723-0593 FOR ADDITIONAL INFORMATION.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

The purpose of the notice is to inform you of the proposed settlement agreement and, if you are a class member (as defined above), of your options. Each option has consequences, which you should consider carefully before making your decision. Your options as a class member are summarized below:

DO NOTHING	You will receive no payment under the settlement and will give up your rights to assert any claims against Mayflower related to the recording of customer service calls.	
SUBMIT A CLAIM	The only way to get a payment under the settlement. You may submit a claim by mailing it to Mayflower Transit Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606.	Deadline: April 11, 2022
OBJECT	If you are a class member and believe the Settlement is unfair or inadequate, you may object to the Settlement. You cannot object to the Settlement if you chose to exclude yourself from the Settlement.	Deadline: April 11, 2022
EXCLUDE YOURSELF	If you ask to be excluded and money or benefits are later awarded or obtained, you will not be able to share in that money or those benefits. But, you will retain the right to sue Mayflower on your own about the same legal claims in this lawsuit.	Deadline: April 11, 2022
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" to consider the settlement, the request for attorneys' fees and costs by the lawyers who brought the lawsuits, and Greenley's request for incentive awards for bringing the Litigation.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" to the Court and the parties' attorneys, indicating your intent to do so. Be sure to include your name, address, telephone number, signature, and the reasons you object to the settlement. Mail the notice to the Court, and send a copy by U.S. mail, or email to Class Counsel and Defense Counsel.</p> <p>For detailed information regarding your legal rights and options, please visit the Settlement Website at www.cptgroupcaseinfo.com/mayflowergreenley.</p>	August 4, 2022 at 10:30 A.M.