

**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.

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.

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

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.

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](http://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.

<b>WHAT ARE THE TERMS OF THE SETTLEMENT?</b>
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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.

<b>HOW MUCH CAN I EXPECT TO RECEIVE?</b>
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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 makes 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 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](http://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	
<b>SWIGART LAW GROUP, APC</b> Joshua B. Swigart 2221 Camino del Rio S, Ste. 308 San Diego, CA 92108	<b>THE BARRY LAW OFFICE, LTD</b> Peter F. Barry 333 Washington Ave No, Suite 300-9038 Minneapolis, MN 55401-1353

-AND-

Counsel for Defendant
<b>LEWIS BRISBOIS</b> 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](http://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.**