

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

This arms-length Class Action Settlement Agreement (“Settlement Agreement,” “Agreement,” or “Settlement”) is entered into by and among Viann Bonoan (“Plaintiff”), the Settlement Class (as defined in § 2.35), and Adobe, Inc. (“Defendant” or “Adobe”) (Plaintiff, the Settlement Class, and Adobe are referred to singularly as “Party” and collectively as “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined in § 2.32) on the terms and conditions of this Agreement. This Agreement is subject to the final approval of the United States District Court for the Northern District of California (the “Court”).

1. Recitals:

- 1.1 On February 27, 2019, Plaintiff filed a class action complaint in the United States District Court for the Northern District of California against Defendant, styled *Viann Bonoan, on behalf of herself and others similarly situated, v. Adobe, Inc.*, Case No. 3:19-cv-01068-RS (N.D. Cal.), in which Plaintiff alleged that Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.* (the “Action”).
- 1.2 Adobe moved to dismiss Plaintiff’s original complaint on May 3, 2019, and the Court granted that motion in part on July 12, 2019. Plaintiff filed an amended complaint on July 29, 2019, and Adobe filed its Answer on August 12, 2019.
- 1.3 The parties engaged in discovery. Adobe produced more than 2,000 pages of documents, responded to 18 interrogatories, and offered two corporate designees for deposition under Rule 30(b)(6) who testified on more than 60 topics noticed by Plaintiff. Adobe also propounded written discovery on Plaintiff and took her deposition.
- 1.4 On June 23, 2020, the parties mediated the dispute before Judge James F. Holderman (Ret.) of JAMS. Following that mediation, the parties reached an agreement regarding the material terms of the settlement, including the definition of the settlement class, the scope of the release, and the amount of the settlement fund.
- 1.5 Plaintiff and Defendant now intend to settle and finally resolve all claims Plaintiff asserts through the Action.
- 1.6 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, continued litigation is not in the best interest of the Settlement Class Members.
- 1.7 Plaintiff and her counsel believe that the Settlement is fair, adequate, and reasonable.

- 1.8 Plaintiff and Defendant agree to undertake all steps necessary to secure the Court's approval of the Settlement.
- 1.9 Plaintiff and Defendant understand that the Settlement is not to be construed as an admission or concession by Plaintiff that there is any infirmity in the claims she asserts through the Action.
- 1.10 Plaintiff and Defendant understand that the Settlement is not to be construed as an admission or concession by Defendant regarding liability.
- 1.11 **IT IS THEREFORE HEREBY STIPULATED AND AGREED** by and among the Parties, by and through their respective counsel, that, subject to final approval of the Court after a hearing as provided for in this Agreement, or as otherwise ordered by the Court, and in consideration of the benefits flowing to the Parties from this Agreement, that the Action and the Released Claims shall be fully and finally settled and resolved, and that the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Agreement.

2. Definitions:

- 2.1 "Action" means the case entitled *Viann Bonoan, on behalf of herself and others similarly situated, v. Adobe, Inc.*, Case No. 3:19-cv-01068-RS (N.D. Cal.), pending in the United States District Court for the Northern District of California.
- 2.2 "Adobe's Counsel" means Bobbie J. Wilson, Sunita Bali, Mara Boundy, and Maria A. Nugent of the law firm Perkins Coie LLP.
- 2.3 "Agreement," or "Settlement," or "Settlement Agreement" means this Class Action Settlement Agreement.
- 2.4 "Approved Claim Form" means a Claim Form that a Settlement Class Member timely submits, and that the Settlement Administrator approves for payment in accordance with the claims process described in § 7.
- 2.5 "Claim" means a Settlement Class Member's written submission that may, if valid and approved, entitle the Settlement Class Member to a Settlement Payment.
- 2.6 "Claimant" means a Settlement Class Member who has submitted an Approved Claim Form.
- 2.7 "Claim Form" means the form that Settlement Class Members must submit to make a Claim pursuant to this Agreement.
- 2.8 "Claims Deadline" means the date by which Settlement Class Members must submit all Claim Forms for the Claim to be timely. The Claims Deadline shall be the 60 days after the Notice Date and shall be clearly stated in the Notice and on the Claim Form.

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- 2.9 “Class Counsel” means Greenwald Davidson Radbil PLLC and Mason Lietz & Klinger LLP.
- 2.10 “Class Representative” means the named Plaintiff in this Action: Viann Bonoan.
- 2.11 “Court” means the United States District Court for the Northern District of California, the Honorable Richard Seeborg presiding, or any judge who succeeds him as the judge assigned to this Action.
- 2.12 “Cy Pres Recipient” means The State Bar of California’s Justice Gap Fund or such other recipients as the Court may approve.
- 2.13 “Distribution Date” means the date that Settlement Payments are distributed to Claimants. The Distribution Date shall be no more than 30 days following the Effective Date.
- 2.14 “Effective Date” means the first business day after the Final Approval Order has become a final, non-appealable judgment approving the Settlement Agreement in all material respects and is no longer subject to review, reconsideration, rehearing, appeal, petition for permission to appeal, petition for a writ of certiorari, or any other appellate review of any kind.
- 2.15 “Exclusion List” means the list of all persons and entities who have timely and validly excluded themselves from the Settlement Class and Settlement.
- 2.16 “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.
- 2.17 “Fee, Cost, and Expense Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.
- 2.18 “Final Approval Order” means the final order and judgment that the Court enters following the Fairness Hearing, which approves the Settlement and may set the amounts of the Fee, Cost, and Expense Award and the Incentive Award.
- 2.19 “Incentive Award” means an award, of no more than \$5,000, sought by the Class Representative in consideration for her service during the course of the Action, as approved by the Court.
- 2.20 “Net Settlement Fund” means the Settlement Fund, reduced by the sum of the following amounts: Notice and Administrative Costs, any Incentive Award, and any Fee, Cost, and Expense Award.
- 2.21 “Notice” means the notice of this proposed Settlement Agreement and of the Fairness Hearing, which will be disseminated to Settlement Class Members in accordance with the terms of this Agreement and the Court’s Preliminary

Approval Order. Notice shall be in a form substantially similar to Exhibit 1 to this Agreement.

- 2.22 “Notice and Administrative Costs” means all costs and expenses, not to exceed \$125,000, actually incurred by the Settlement Administrator, for the dissemination of Notice; the establishment of the Settlement Website; the administrative processing, handling, review, and payment of Claims; and all other expenses reasonably necessary for effective Notice and administration of the Settlement pursuant to the Preliminary Approval Order.
- 2.23 “Notice Date” means the date on which Notice to Settlement Class Members is substantially complete. The Notice Date shall be as soon as reasonably practicable, but no later than 30 days following the Preliminary Approval Date.
- 2.24 “Objection” means the written notice that a Settlement Class Member may submit to the Court in order to object to the Settlement.
- 2.25 “Objection and Exclusion Deadline” means the date by which a Settlement Class Member must submit an Objection or an Opt-Out Form. The Objection and Exclusion Deadline shall be 60 days after the Notice Date.
- 2.26 “Objector” means a person or entity who submits an Objection.
- 2.27 “Opt-Out Form” means the written notice a Settlement Class Member may submit to the Settlement Administrator to exclude himself or herself from the Settlement Class and the Settlement.
- 2.28 “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement and authorizing the dissemination of Notice to the Settlement Class.
- 2.29 “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.
- 2.30 “Releasing Class Members” means all Settlement Class Members, except those who appear on the Exclusion List.
- 2.31 “Released Party” or “Releasee” means Adobe, Inc. and each and all of its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns or related entities, and each of their respective executors, successors, assigns and legal representatives.
- 2.32 “Released Claims” means all claims, of every kind whatsoever, that Settlement Class Members have asserted or could have asserted against Defendant for violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*

- 2.33 “Settlement Administrator,” subject to the Court’s approval, means KCC Class Action Services, LLC.
- 2.34 “Settlement Amount” means one million dollars, which shall be paid as set forth in § 3 and in accordance with the terms of this Agreement.
- 2.35 “Settlement Class” means the class that the Court certifies for settlement purposes, which the Parties agree to define as:
- 2.35.1 All persons in the United States (1) who are not current or former Adobe, Inc. customers, and (2) to whom Adobe, Inc. placed a call, (3) by using the Genesys OB dialer, (4) directed to a number assigned to a cellular telephone service, (5) from February 27, 2015 through March 9, 2020.
- 2.36 “Settlement Class Members” means all members of the Settlement Class and includes Plaintiff.
- 2.37 “Settlement Fund” means a non-reversionary common fund of \$1,000,000.00 to be paid by Adobe as set forth in § 3 and in accordance with the terms of this Agreement.
- 2.37.1 The “Advance” means the payment of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to be paid within 10 business days after the Preliminary Approval Date to pay for the Notice and Administrative Costs; and
- 2.37.2 The “Balance” means the payment of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) to be paid within 10 business days after the Final Approval Order.
- 2.38 “Settlement Payment” means the *pro rata* share of the Net Settlement Fund to be paid to Claimants.

3. Settlement Relief

- 3.1 Settlement Fund. Adobe’s total financial commitment under this Agreement shall be \$1,000,000.00.
- 3.1.1 Within 10 business days after the Preliminary Approval Date, Adobe shall pay or cause to be paid the Advance by wire transfer to the Settlement Administrator in accordance with the instructions to be provided by the Settlement Administrator.
- 3.1.2 Within 10 business days after the Final Approval Order, Adobe shall pay or cause to be paid the Balance of the Settlement Fund.

- 3.1.3 Within seven days of execution of this Agreement, the Settlement Administrator will furnish to Adobe’s Counsel adequate payment instructions consisting of wire transfer instructions (including bank name, bank address, bank account number, bank account name, and routing number) and a completed IRS form W-9 for the Settlement Amount, including an address and tax ID number. The interest from this escrow account will accrue to the benefit of the Settlement Class if the Court grants final approval of the Agreement. If the Court does not grant final approval of the Agreement, the interest and payment will be returned to Adobe less the portion of the amount applied to provide Notice to the Settlement Class and for administration purposes.
- 3.2 The Settlement Administrator will place the Settlement Fund in an interest-bearing account (the “Account”) created by order of the Court intended to constitute a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Regulations (“Treasury Regulations”) promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). Adobe shall 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 Settlement 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 Settlement Administrator shall 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 herein in § 14.
- 3.2.1 Adobe, Adobe’s Counsel, and Releasee shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund or QSF and shall have no liability, obligation or responsibility with respect to any liability, obligation or responsibility of the Settlement Administrator, including but not limited to, liabilities, obligations or responsibilities arising in connection with the investment, disbursement or other administration of the Settlement Fund and QSF.
- 3.2.2 Adobe’s transfers of its contributions to the Settlement Fund to the Account shall constitute full and complete satisfaction of its obligations under this Agreement. Following Adobe’s transfers of its contributions to the Settlement Fund, neither it nor any Releasee shall have any liabilities, obligations, or responsibilities with respect to the payment,

disbursement, disposition, or distribution of the Settlement Fund. Settlement Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Adobe and any Releasee of all claims that are released herein; Fee, Cost, and Expense Award; Notice and Administrative Costs; all Incentive Awards; and all administrative or other costs and expenses arising out of or related to the Action or the Settlement. Settlement Class Members shall not under any circumstances be entitled to any further payment from Adobe or any Releasee with respect to the Released Claims, the Action, or the Settlement. In the event that the Settlement Agreement becomes final and effective, payment of the Settlement Fund will fully satisfy any and all Released Claims. Except as provided by order of the Court, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

- 3.3 All funds in the Account shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.
- 3.4 Disposition of the Settlement Fund. The Settlement Fund shall be applied as follows:
- (a) to pay all Notice and Administrative Costs, and to pay any taxes associated with the Settlement Fund;
 - (b) after the Effective Date, to pay the Fee, Cost, and Expense Award, any Incentive Award, and to distribute Settlement Payments to Claimants in accordance with the Final Approval Order or any subsequent order of the Court.
- 3.5 Settlement Payments to Settlement Class Members. Within 30 days after the Effective Date, Settlement Payments shall be made *pro rata* from the Net Settlement Fund to Settlement Class Members who submit valid, Approved Claim Forms (*see* § 7).
- 3.6 Adobe shall have no liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the determination, administration, calculation, or allocation of Settlement Payments to be paid to Claimants; or (iv) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. No person shall have any claim of any kind against Adobe with respect to the matters set forth in §§ 3.4 and 3.5 hereof; and the Settlement Class Members, Class Representative, and Class Counsel release Adobe from any

and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund.

4. Court Approval of the Settlement:

- 4.1 Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Settlement. Class Counsel will draft and file the motions for Preliminary Approval and Final Approval. Adobe's Counsel will be provided with advance copies of these papers prior to filing.
- 4.2 Settlement Class. The Parties agree that, for purposes of this Settlement, this Action should be certified and proceed as a class action under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only. Class Counsel shall serve as counsel for the Settlement Class. If the Settlement does not become final, any conditional or preliminary certification of the Settlement Class for settlement purposes will become voidable by Plaintiff or Defendant.
- 4.3 Preliminary Approval. Pursuant to the Court's Order Regarding Notice of Settlement, ECF No. 75, by August 14, 2020, Plaintiff will file her motion to preliminarily approve the Settlement and will request that:
 - (a) The Court conditionally 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) The Court preliminarily approve the Settlement under Federal Rule of Civil Procedure 23(e)(2) as fair, reasonable, and adequate, and within the reasonable range of possible final approval;
 - (c) The Court approve the Notice and find that the proposed notice plan constitutes the best notice practicable under the circumstances and satisfies due process and Rule 23;
 - (d) The Court set the date and time of the Fairness Hearing, subject to the Court's availability; and
 - (e) The Court set the dates of the Claims Deadline and the Objection and Exclusion Deadline, with those deadlines being at least 60 days after the Notice Date.
- 4.3.1 Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motions for Preliminary Approval and Final Approval.
- 4.4 Final Approval. At least 35 days prior to the Fairness Hearing, Plaintiff will file a motion for final approval seeking:

- (a) Final Approval of the Settlement, approving the terms of this Settlement to be fair, reasonable, and adequate and in the best interest of Settlement Class Members;
- (b) A finding that the Notice complied with the Settlement Agreement, all applicable law, and due process;
- (c) Distribution of the Settlement Fund and approval of the Settlement Payments; and
- (d) Dismissal of the Action with prejudice and entry of a Final Approval Order.

4.4.1 At least ten days prior to the Fairness Hearing, the Settlement Administrator will provide a sworn declaration attesting to proper service of the Notice and Claim Forms, stating the number of Objections and/or Opt-Out Forms received.

4.4.2 Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to finally approve the Settlement.

4.5 Effect If Settlement Not Approved. The Settlement Agreement is being entered into for settlement purposes only. If the Court does not grant Preliminary Approval, does not grant Final Approval, or if the Effective Date does not occur, this Settlement Agreement may be voided at either Parties' election, consistent with the terms of this Agreement. Should the Settlement Agreement be voided:

- (a) The Preliminary Approval Order and the Final Approval Order, to the extent they have been entered by the Court, will be vacated by operation of law;
- (b) The Parties will be restored to their respective positions preceding execution of the Agreement, any intervening Court rulings or decisions shall be vacated, and the Parties will jointly propose a revised schedule for proceeding with the Action;
- (c) No term or condition of the Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect; nor shall any such matter be admissible in evidence for any purpose in the Action or any other proceeding; nor shall any such matter be used in the Action for any purpose whatsoever, including as to the feasibility of the maintenance of the Action as a class action.

4.6 Modifications Suggested by the Court. If the Court (1) suggests any modifications to the Agreement or (2) conditions either Preliminary Approval or Final Approval on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, the Parties shall not be obligated to make any material

additions or modifications to the Agreement that would substantially affect the benefits provided to Settlement Class Members, or the cost to or burden on Adobe, or the scope of any of the releases contemplated in this Agreement. If the Court orders or proposes such additions or modifications, or if a higher court reverses the Final Approval Order, and this Agreement is not reinstated by the Court on remand without material change or as agreed to by the Parties, the Parties will each have the right to terminate the Settlement Agreement within seven days from the date of the Court's order or proposal, after all reasonable efforts are made to obtain preliminary or final approval. If any Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void *ab initio* and the provisions of § 4.5 will apply.

4.7 Notwithstanding the foregoing, the Parties will not be entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's anticipated motion for a Fee, Cost, and Expense Award or to Plaintiff's anticipated motion for Incentive Award, nor any appeal from such order or reversal or modification thereof.

5. Class Action Fairness Act Notice:

5.1 Defendant will be responsible for serving the Class Action Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 within ten days after Plaintiff files the motion to preliminarily approve the Settlement.

5.2 Defendant will provide Class Counsel with a copy of the CAFA notice no later than two days after it is served.

5.3 Defendant will also file with the Court, at least 30 days prior to the Fairness Hearing, a notice attesting to its compliance with CAFA.

6. Notice and Administration:

6.1 The Settlement Administrator will be responsible for all matters relating to the administration of the Settlement.

6.2 The Settlement Administrator's responsibilities will include, but will not be limited to:

(a) Setting up and administering the QSF Account, as described in § 3;

(b) Disseminating notice to potential Settlement Class Members;

(c) Performing an initial reverse lookup process for telephone numbers identified by Defendant as associated with potential members of the Settlement Class;

(d) Depending on the results of the initial reverse lookup process, and to ensure appropriate reach, performing a second reverse look up process for telephone

numbers identified by Defendant as associated with potential members of the Settlement Class;

- (e) Sending direct mail notice by postcard, with a detachable Claim Form, to potential members of the Settlement Class, where possible;
- (f) Issuing publication notice agreed to by the parties and approved by the Court;
- (g) Establishing a dedicated website (the “Settlement Website”) and toll-free telephone number for informational purposes;
- (h) Fielding inquiries about the Settlement;
- (i) Processing Claims;
- (j) Acting as a liaison between members of the Settlement Class, Class Counsel, and counsel for Defendant;
- (k) Approving Claims and rejecting Claims where there is evidence of fraud;
- (l) Directing the mailing of Settlement Payment checks to members of the Settlement Class; and
- (m) Performing any other tasks reasonably required of it.

6.3 Notice shall be conducted substantially as follows. The content of all forms of Notice will be jointly agreed to by the Parties.

6.3.1 Postcard. For Settlement Class Members for whom a physical address is available, the Settlement Administrator will mail a postcard. The postcard will include the Settlement Website and contact information for the Settlement Administrator.

6.3.1.1 The postcard the Settlement Administrator uses to mail the Notice and Claim Form to potential members of the Settlement Class must include a notation requesting address correction.

6.3.1.2 If any Notice is returned with a new address, the Settlement Administrator must resend the Notice and a Claim Form to the new address.

6.3.1.3 The addresses of potential members of the Settlement Class obtained by the Settlement Administrator may be subject to confirmation or updating as follows:

- (a) The Settlement Administrator may check each address obtained against the United States Post Office National Change of Address Database;
- (b) The Settlement 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 Settlement Administrator will update addresses based on any forwarding information received from the United States Post Office; and
- (d) The Settlement Administrator will update addresses based on any requests received from Settlement Class Members.

6.3.2 Settlement Website. Not later than 30 days following the Preliminary Approval Date, the Settlement Administrator will build and maintain a dedicated website that includes downloadable information and documents necessary to submit Claims.

6.3.2.1 At a minimum, the downloadable information and documents will include this Agreement, the Notice, a Claim Form, Plaintiff's petition for attorneys' fees, expenses, and costs, the Order Preliminarily Approving the Settlement, Plaintiff's amended class action complaint, and when filed, the Final Approval Order.

6.3.3 Publication. Not later than 30 days following the Preliminary Approval Date, the Settlement Administrator will arrange for publication of the Notice in manner agreed to by the parties.

6.4 All Notice and Administrative Costs shall be paid from the Settlement Fund.

6.5 The Settlement Administrator will provide weekly updates to Class Counsel and Adobe's counsel regarding the status of its administration.

7. Claims Process and Distribution of Settlement Payment:

7.1 Each Settlement Class Member shall be entitled to submit a Claim or Claim(s) for Settlement Payment as described in this section.

7.2 Claim Form. The Claim Form will be available on the Settlement Website.

7.2.1 The Claim Form shall, among other terms, require the Settlement Class Member to (a) confirm or provide his or her current contact information; (b) provide a claim ID number provided by the Settlement Administrator or the cellular telephone number(s) at which he or she was called by Adobe using the Genesys OB Dialer between February 27, 2015 and March 9, 2020; (c) confirm that he or she is not a current or former

- Adobe customer; and (d) require the Settlement Class Member to affirm that the information he or she submits is, to the best of his or her knowledge, true and correct.
- 7.2.2 A member of the Settlement Class may submit only one Claim with respect to any unique cellular telephone number, regardless of how many times Defendant called the member of the Settlement Class.
- 7.3 **Deadline to File Claims.** The Claims Deadline shall be 60 days after the Notice Date. To be considered timely, all Claims must be submitted on the Settlement Website or mailed to the Settlement Administrator by the Claims Deadline, which shall be clearly stated in the Notice and on the Claim Form. Late Claims may be considered if deemed appropriate by the Settlement Administrator in consultation with Counsel, or if ordered by the Court.
- 7.4 **Reporting and Claims Database.** The Settlement Administrator will maintain a database of Claims, which will include all information captured from the Claim Form.
- 7.5 The Settlement Administrator shall review all Claims to determine their validity. The Settlement Administrator may reject any Claim that does not comply in any material respect with the instructions on the Claim Form; is not submitted by a Settlement Class Member; is a duplicate of another Claim; is a fraudulent Claim; or is submitted after the Claims Deadline.
- 7.6 Settlement Class Members who submit Approved Claim Forms (*i.e.*, Claimants) will receive a Settlement Payment from the Net Settlement Fund.
- 7.6.1 Within 30 days of the Effective Date, the Settlement Administrator will mail a check for the Settlement Payment to each Claimant.
- 7.6.2 Each Settlement Payment check issued to a Claimant will be negotiable for one-hundred-twenty days after it is issued.
- 7.6.3 If any money remains in the Net Settlement Fund after the date that all initial Settlement Payment checks are voided due to non-deposit (*i.e.*, checks that Claimants do not cash), and if the amount that remains is sufficient to issue second checks of at least \$5.00 to each Claimant who cashed an initial Settlement Payment check after accounting for the associated expenses of such a distribution, the Settlement Administrator will mail a second check, calculated on a *pro rata* basis considering the remaining amount of the Net Settlement Fund, to each Claimant who cashed an initial Settlement Payment check.
- 7.7 If any money remains in the Net Settlement Fund after the date that all Settlement Payment checks (*i.e.*, initial Settlement Payment checks, and if applicable, second Settlement Payment checks), are voided due to non-deposit (*i.e.*, checks that

Claimants do not cash), this amount will be paid as a *cy pres* award to The State Bar of California's Justice Gap Fund, subject to the Court's approval.

8. Opt-Outs:

- 8.1 The Notice shall advise all Settlement Class Members of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind Settlement Class Members who opt-out of the Settlement.
- 8.2 Any member of the Class who wishes to exclude himself or herself from the Settlement must mail a written request for exclusion to the Claims Administrator, postmarked no more than 60 days after the Notice Date.
- 8.3 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;
 - (c) Cellular telephone number(s) called by Defendant; and
 - (d) A statement that he or she wishes to be excluded from the Settlement.
- 8.4 Any member of the Settlement Class who submits a valid and timely request for exclusion will not be bound by the terms of this Agreement nor receive any of the benefits of this Agreement.
- 8.5 The Settlement 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 (the "Exclusion List").
- 8.6 Settlement Class Members may opt out on an individual basis only.
- 8.7 "Mass" or "class" opt outs, whether submitted by third parties on behalf of a "mass" or "class" of Settlement Class Members are not allowed.

9. Objections:

- 9.1 Any Class Member who wishes to object to the Settlement must mail a written objection to the Court, postmarked no more than 60 days after the Notice Date.
- 9.2 All Objections and supporting papers must be in writing and must include, subject to the Court's approval, his or her:
 - (a) Full name;
 - (b) Address;

- (c) Cellular telephone number(s) called by Defendant and a statement that Objector is not a current or former Adobe customer, to demonstrate that the objector is a member of the Settlement Class;
 - (d) A statement of the objection; and
 - (e) A statement noting whether the member intends to appear at the Fairness Hearing;
- 9.3 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.
- 9.4 If a Settlement Class Member submits both an Objection and an Opt-Out Form, the member will be considered to have submitted an Opt-Out Form (and not an Objection).
- 9.5 No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit Objections to the Settlement or encourage an appeal from the Court's Final Approval Order.

10. Release:

- 10.1 No Admission of Liability. This Settlement Agreement is made in compromise of a dispute. Neither the Agreement nor anything that the Parties stated or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any party's fault, liability, or wrongdoing. Adobe expressly denies any liability or wrongdoing whatsoever.
- 10.2 Upon the Court's entry of the Final Approval Order, Releasing Class Members will release, forever discharge, will not in any manner pursue this Action, and shall be forever barred from asserting, instituting, or maintaining against the Released Party any and all Released Claims, as defined in §§ 2.31 and 2.32, respectively, of this Agreement.
- 10.3 Release of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Releasing Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the Releases contained therein, becomes effective. This Section constitutes a waiver of such claims, without limitation as to any other applicable law, including Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

- 10.3.1 Plaintiff and the Releasing Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Releasing Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Party, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiffs and Releasing Class Members further agree that this waiver is an essential and material term of this release and the Settlement and that without such waiver the Settlement would not have been agreed to.
- 10.4 Covenant Not to Sue. Plaintiff and Releasing Class Members agree and covenant, and each Releasing Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.
- 10.5 The relief included in this Agreement is the exclusive remedy of recovery for the Released Claims.

11. Attorneys' Fees, Costs, Expenses, and Incentive Award:

- 11.1 Class Counsel will submit to the Court, no later than 35 days before the Claims Deadline and the Objection and Exclusion deadline, a request for reasonable attorneys' fees to be paid from the Settlement Fund.
- 11.2 Class Counsel will submit to the Court a request for reasonable litigation costs and expenses actually incurred, not to exceed \$25,000.00, to be paid from the Settlement Fund.
- 11.3 Plaintiff will submit to the Court a request for an incentive award not to exceed \$5,000.00 to be paid from the Settlement Fund.
- 11.4 Disclosure of Amounts Sought. The Settlement Notice will include the maximum amount of the Settlement Fund to be sought as attorneys' fees, as well as the maximum amount of costs and expenses to be sought as by way of reimbursement.
- 11.5 The Court's order regarding Class Counsel's request for attorneys' fees, costs, and expenses, and Plaintiff's request for an incentive award, will not affect the finality of the Settlement. In the event that the Court declines Class Counsel's request for attorneys' fees, costs, and expenses, or Plaintiff's request for an

incentive award, or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the parties.

- 11.6 If the Fee, Cost, and Expense Award or the Incentive Award is reduced on appeal, but all other terms of the Settlement Agreement remain in full effect, this partial reduction shall be applied to the Net Settlement Fund and distributed in accordance with the terms of this Settlement Agreement.
- 11.7 Within 5 days of the Effective Date, the Settlement Administrator will mail a check to Class Counsel for any attorneys' fees, costs, and expenses awarded.
- 11.8 Within 5 days of the Effective date, the Settlement Administrator will mail a check to Plaintiff for any incentive award awarded.

12. Representations and Warranty:

- 12.1 Class Counsel believes that the Settlement is in the best interests of the members of the Settlement Class.
- 12.2 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 Effective 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.

13. Appeals:

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

14. Taxes:

- 14.1 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 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 Settlement Administrator from the Settlement Fund.
- 14.2 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.

14.3 For avoidance of doubt, neither Adobe nor any Releasee nor Class Counsel shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from Settlement Payments to any Claimant or based on the activities and income of the QSF. In addition, neither Adobe nor any Releasee shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from the payment of a Fee, Cost, and Expense Award to Class Counsel or the payment of an Incentive Award to Plaintiff. The QSF will be solely responsible for its tax obligations. Each Claimant, and including Plaintiff, will be solely responsible for his or her tax obligations. Each Class Counsel attorney or firm will be solely responsible for his, her, or its tax obligations.

15. Miscellaneous Provisions:

15.1 This Agreement is the entire agreement between Plaintiff, the Settlement Class, 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.

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

15.3 The Parties execute this Agreement freely and voluntarily and without acting under any duress or in reliance upon any threat made by or on behalf of any other Party. Each Party has consulted with or has had an opportunity to consult with counsel of its own choice about the legal effect of entering into this Agreement, and executes this Agreement being fully informed as to its terms, content, and legal effect.

15.4 The terms of the Settlement Agreement have been negotiated at arm's-length among knowledgeable parties represented by experienced counsel. The Parties agree that the normal rule of construction that any ambiguity in a document is construed against the drafting party shall not apply to the interpretation or enforcement of the Settlement Agreement, as the Parties each participated in the drafting of the Settlement Agreement.

15.5 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any provision (or part of a provision) of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement shall remain in effect.

15.6 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.

15.7 The Settlement Agreement does not confer any benefits on any third party.

- 15.8 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
401 Congress Ave., Ste. 1540
Austin, TX 78701
aradbil@gdrllawfirm.com
(counsel for Plaintiff and the Settlement Class)

Gary M. Klinger
Mason Lietz & Klinger LLP
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@masonllp.com
(counsel for Plaintiff and the Settlement Class)

Bobbie J. Wilson
Sunita Bali
505 Howard St., Ste. 1000
San Francisco, CA 94105
bwilson@perkinscoie.com
sbali@perkinscoie.com
(counsel for Defendant)

- 15.9 Plaintiff and Defendant will exercise their best efforts, take all steps, and expend all efforts that may become necessary to effectuate this Agreement.
- 15.10 This Agreement binds successors and assigns of the Parties.
- 15.11 The Parties and their respective Counsel 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.
- 15.12 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 a Fee, Cost, and Expense Award, and an Incentive Award, and to supervise the administration and distribution of proceeds associated with the Settlement.
- 15.13 All claims arising out of or relating to this Agreement will be governed, interpreted, enforced, construed, and controlled by the laws of the State of California, without regard to principle of conflicts or choice of law provisions.

16. Survival:

16.1 The Settlement will be unaffected by any subsequent change in law regarding the federal Telephone Consumer Protection Act, its interpretation, and its application, whether from Congress, the Federal Communications Commission, the Consumer Financial Protection Bureau, any other agency, Courts, or otherwise.

* * * * *

Remainder of Page Intentionally Left Blank. Signature Page to Follow.

Class Action Settlement Agreement – Bonoan v. Adobe, Inc.

SIGNATORIES

IN WITNESS WHEREOF, each of the Parties hereto has reviewed and approved this Agreement and has caused this Agreement to be executed on its behalf by its duly authorized counsel of record or representative.

Viann Bonoan

Date

Viann Bonoan
Viann Bonoan (Aug 14, 2020 14:36 CDT)

Aug 14, 2020

Aaron D. Radbil
Counsel for Viann Bonoan

Date

Aaron Radbil
Aaron Radbil (Aug 14, 2020 14:39 CDT)

Aug 14, 2020

Gary M. Klinger
Counsel for Viann Bonoan

Date

Gary M. Klinger
Gary M. Klinger (Aug 14, 2020 14:41 CDT)

Aug 14, 2020

Adobe, Inc.
by Karen Robinson, Vice President, Litigation
& Intellectual Property

Date

K. Robinson
Karen Robinson (Aug 17, 2020 22:01 PDT)

Aug 18, 2020

Bobbie J. Wilson
Counsel for Adobe, Inc.

Date

Class Action Settlement Agreement – Bonoan v. Adobe, Inc.

SIGNATORIES

IN WITNESS WHEREOF, each of the Parties hereto has reviewed and approved this Agreement and has caused this Agreement to be executed on its behalf by its duly authorized counsel of record or representative.

Viann Bonoan

Date

Viann Bonoan
Viann Bonoan (Aug 14, 2020 14:36 CDT)

Aug 14, 2020

Aaron D. Radbil
Counsel for Viann Bonoan

Date

Aaron Radbil
Aaron Radbil (Aug 14, 2020 14:39 CDT)

Aug 14, 2020

Gary M. Klinger
Counsel for Viann Bonoan

Date

Gary M. Klinger
Gary M. Klinger (Aug 14, 2020 14:41 CDT)

Aug 14, 2020

Adobe, Inc.
by Karen Robinson, Vice President, Litigation
& Intellectual Property

Date

Bobbie J. Wilson
Counsel for Adobe, Inc.

Date

B

August 14, 2020

EXHIBIT 1

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

VIANN BONOAN, on behalf of herself
and others similarly situated,

Plaintiff,

v.

ADOBE, INC.,

Defendant.

Case No. 3:19-cv-01068-RS

WEBSITE Q & A NOTICE

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

This is not a notice of a lawsuit against you.

If you received an automated or artificial voice or prerecorded voice call on your cellular telephone from Adobe, Inc. (“Adobe”) from February 27, 2015 through March 9, 2020, and you were never an Adobe customer, you may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

Bonoan v. Adobe, Inc., Case No. 3:19-cv-01068 (N.D. Cal.)

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 a class action settlement.

- A consumer sued Adobe alleging that it made calls to cellular telephone numbers of consumers who were not Adobe customers, in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227.
- A settlement will result in a \$1 million fund to fully settle and release claims of persons to whom Adobe placed a call by using an automatic telephone dialing system, or an artificial or prerecorded voice, from February 27, 2015 through March 9, 2020, directed to a number assigned to a cellular telephone service, but not assigned to a current or former Adobe customer.
- The settlement fund will be used to pay settlement amounts to class members who elect to participate, after deducting the costs of settlement notice and administration, attorneys’ fees, costs, and expenses, and an incentive award to the consumer who sued Adobe.
- Your legal rights are affected, and you now have a choice to make:

SUBMIT A TIMELY CLAIM FORM:	If you submit a valid claim form by [Date], you will receive a share of the settlement fund after expenses are deducted, and you will release TCPA claims you may have against Adobe.
DO NOTHING:	If you do nothing, you will <u>not</u> receive a share of the settlement fund, but if you are a class member you will release TCPA claims you may have against Adobe.
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 claims you have against Adobe. The deadline for excluding yourself is [Date].
OBJECT:	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 proposed settlement in a class action lawsuit. The settlement would resolve the lawsuit Viann Bonoan filed against Adobe. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check, excluding yourself from the settlement, or objecting to the settlement.

What is this lawsuit about?

Ms. Bonoan filed this lawsuit against Adobe alleging that Adobe violated the TCPA when it called consumers, who were not current or former customers of Adobe, on their cellular telephones, via an automatic telephone dialing system or with an artificial or prerecorded voice. Adobe denies the allegations, denies that it used an automatic telephone dialing system to place calls to class members, and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties have agreed to a settlement.

Why is this a class action?

In a class action, one or more people called “class representatives” file a 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, except for those who exclude themselves from the class.

Why is there a settlement?

Ms. Bonoan, on the one hand, and Adobe, on the other, have agreed to settle the lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. The proposed settlement was reached after Ms. Bonoan and Adobe attended mediation with retired Judge James Holderman. Under the settlement, class members will obtain a payment in settlement of the claims Ms. Bonoan raised in the lawsuit. Ms. Bonoan and her attorneys think the settlement is fair and reasonable.

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

This settlement resolves claims on behalf of the following proposed class:

All persons in the United States (1) who are not current or former Adobe, Inc. customers, and (2) to whom Adobe, Inc. placed a call, (3) by using the Genesys OB dialer, (4) directed to a number assigned to a cellular telephone service, (5) from February 27, 2015 through March 9, 2020.

What does the settlement provide?

Adobe will establish a settlement fund in the amount of \$1 million to compensate members of the class. Out of the settlement fund will be paid:

- a. Settlement compensation to class members;
- b. Notice and administration costs not to exceed \$125,000;
- c. An award of attorneys' fees not to exceed one-third of the settlement fund, subject to the Court's approval;
- d. Costs and expenses incurred litigating the TCPA claims in this matter not to exceed \$25,000, subject to the Court's approval; and
- e. An incentive award to Ms. Bonoan not to exceed \$5,000, subject to the Court's approval.

Each class member who submits a timely and valid claim form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the \$1 million settlement fund as it exists after deducting:

- a. Notice and administration costs;
- b. An award of attorneys' fees;
- c. Costs and expenses incurred litigating the claims in this matter; and
- d. An incentive award to Ms. Bonoan.

It is estimated that each participating class member will receive between \$400 and \$800. The actual amount each participating class member will receive may be more or less depending on the number of class members who submit timely, valid claims.

1 **How can you get a payment?**

2 You must mail a valid claim form to the *Bonoan v. Adobe Inc.* Settlement Administrator,
3 [address], [city], [state] [zip code] postmarked by [month] [day], 2020. Or you must submit a valid
4 claim, if allowed, through www.BonoanTCPASettlement.com by [month] [day], 2020.

5 **When will you be paid?**

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

9 **What rights are you giving up in this settlement?**

10 If you fall within the class, and unless you exclude yourself from the settlement, you will
11 give up your right to sue or continue a lawsuit against Adobe over the released claims. Giving up
12 your legal claims is called a release. Unless you formally exclude yourself from the settlement, you
13 will release your TCPA claims against Adobe.

14 For more information on the release, released parties, and released claims, you may obtain
15 a copy of the class action settlement agreement on the settlement website,
16 www.BonoanTCPASettlement.com or from the Clerk of the United States District Court for the
17 Northern District of California.

18 **How can you exclude yourself from the settlement?**

19 You may exclude yourself from the settlement, in which case you will not receive a
20 payment, and you will not release your claims against Adobe. If you wish to exclude yourself from
21 the settlement, you must mail a written request for exclusion to the claims administrator at the
22 following address, postmarked by [month] [day], 2020:

23 ***Bonoan v. Adobe, Inc.* Settlement Administrator**

24 ATTN: EXCLUSION REQUEST

25 [address]

26 [city], [state] [zip code]

27 You must include in your request for exclusion your:

- 28
- 29 a. Full name;
 - 30 b. Address;
 - 31 c. Telephone number called by Adobe demonstrating that you are a
32 member of the class; and
 - 33 d. A clear and unambiguous statement that you wish to be excluded
34 from the settlement, such as “I request to be excluded from the settlement in the
35 *Bonoan v. Adobe, Inc.* action.”

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

4 **When and where will the Court decide whether to approve the settlement?**

5 The Court will hold a final fairness hearing on [month] [day], 2020, at [time]. The hearing
6 will take place in the United States District Court for the Northern District of California, San
7 Francisco Courthouse, Courtroom 3 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA
8 94102. 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 hear objections to the settlement, if any. The Court may make a decision at that time,
postpone a decision, or continue the hearing.

9 The date of the final fairness hearing may change without further notice. Class members
10 should check this settlement website, www.BonoanTCPASettlement.com, or the Court's PACER
11 site to confirm that the date has not changed.

12 **Do you have to attend the hearing?**

13 No, there is no requirement that you attend the hearing. However, you are welcome to attend
14 the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself
from the class settlement because the settlement no longer affects your legal rights.

15 **What if you want to object to the settlement?**

16 If you do not exclude yourself from the settlement, you can object to the settlement, or any
17 part of it, if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must
18 mail a written notice of objection, postmarked by [month] [day], 2020, to the Court, at the
following addresses:

19 Court:
20 Class Action Clerk
21 U.S. District Court
22 Northern District of California
23 450 Golden Gate Ave.
24 San Francisco, CA 94102

25 You must include in your objection your:

- 26 a. Full name;
27 b. Address;
28

- 1 c. Cellular telephone number(s) called by Defendant and a statement that Objector is
2 not a current or former Adobe customer, to demonstrate that the objector is a
3 member of the Settlement Class;
- 4 d. A statement of the objection; and
- 5 e. A statement noting whether the member intends to appear at the Fairness Hearing.

6 You can ask the Court to deny approval by filing an objection. You can't ask the Court to
7 order a different settlement; the Court can only approve or reject the settlement. If the Court denies
8 approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you
9 want to happen, you must object.

10 Any objection to the proposed settlement must be in writing. If you file a timely written
11 objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person
12 or through your own attorney. If you appear through your own attorney, you are responsible for
13 hiring and paying that attorney.

14 **By when must you enter an appearance?**

15 Any class member who objects to the settlement and wishes to enter an appearance must do
16 so by **[date], 2020**. To enter an appearance, you must file with the Clerk of the Court a written
17 notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery,
18 upon class counsel and Adobe's attorneys, at the addresses set forth below.

19 **What if you do nothing?**

20 If you are a member of the class, you do nothing, and the Court approves the settlement
21 agreement, you will not receive a share of the settlement fund, but you will release any TCPA claim
22 you have against Adobe. Unless you exclude yourself from the settlement, you will not be able to
23 sue or continue a lawsuit against Adobe over the released TCPA claims.

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

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

28 **Who are Ms. Bonoan's attorneys?**

Ms. Bonoan's attorneys are:

Aaron D. Radbil
Greenwald Davidson Radbil PLLC
401 Congress Ave.
Ste. 1540
Austin, TX 78701

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Gary M. Klinger
Mason Lietz & Klinger, LLP
227 W. Monroe St.
Ste. 2100
Chicago, IL 60606

The Court has appointed Ms. Bonoan’s attorneys 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 are Adobe’s attorneys?

Adobe’s attorneys are:

Bobbie J. Wilson
Sunita Bali
Perkins Coie LLP
505 Howard St.
Ste. 1000
San Francisco, CA 94105

Before what Court is this matter pending?

Ms. Bonoan filed her class action lawsuit in the following Court:

U.S. District Court for Northern District of California
450 Golden Gate Ave.
San Francisco, CA 94102

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.BonoanTCPASettlement.com, by contacting class counsel, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

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

Bonoan v. Adobe, Inc. Administrator
[address]

Telephone: [number]

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Please do not call the Judge about this case. The Judge will not be able to give you advice about this case. Furthermore, neither Adobe nor Adobe's attorneys represent you, and they cannot give you legal advice.

What is this lawsuit about? Ms. Bonoan filed this lawsuit against Adobe alleging that Adobe violated the TCPA when it called consumers, who were not current or former customers of Adobe, on their cellular telephones, via an automatic telephone dialing system or with an artificial or prerecorded voice. Adobe denies the allegations, denies that it used an automatic telephone dialing system to place calls to class members, and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties have agreed to a settlement.

Why did you receive this notice? You received this notice because Adobe's records identified you as a potential member of the following class: "All persons in the United States (1) who are not current or former Adobe, Inc. customers, and (2) to whom Adobe, Inc. placed a call, (3) by using the Genesys OB dialer, (4) directed to a number assigned to a cellular telephone service, (5) from February 27, 2015 through March 9, 2020."

What does the settlement provide? Adobe will establish a settlement fund of \$1 million. Out of the settlement fund will be paid: (1) settlement compensation to participating class members; (2) an award of attorneys' fees not to exceed one-third of the settlement fund, subject to the Court's approval; (3) litigation costs and expenses incurred by class counsel litigating claims in this matter not to exceed \$25,000, subject to the Court's approval; (4) costs of notice and administration not to exceed \$125,000; and (5) an incentive award to Ms. Bonoan not to exceed \$5,000, subject to the Court's approval. It is estimated that each valid claimant will receive between \$400 and \$800, depending on the number of class members who participate.

What are your legal rights and options? You have four options. First, if you received an automated or artificial voice or prerecorded voice call from Adobe on your cellular telephone between February 27, 2015 and March 9, 2020, and you are not a current or former customer of Adobe, you may timely complete and return the claim form found on the backside of this postcard, or if permitted timely submit a claim online at www.BonoanTCPASettlement.com or by calling [toll-free number], in which case you will receive a proportionate share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any TCPA claim(s) you have against Adobe. Second, you may do nothing, in which case you will not receive a share of the settlement fund, but, if you are a class member, you will release any TCPA claim(s) you have against Adobe. Third, you may exclude yourself from the settlement, in which case you will neither receive a share of the settlement fund, nor release any TCPA claim(s) you have against Adobe. Or fourth, class members may object to the settlement. To obtain additional information about your legal rights and options, or to access the class notice, motions for approval, motion for attorneys' fees, and any other important documents in the case, visit www.BonoanTCPASettlement.com, or contact the settlement administrator by writing to: Bonoan v. Adobe, Inc. Settlement Administrator, c/o [administrator name and address] or by calling [number].

When is the final fairness hearing? The Court will hold a final fairness hearing on [month] [day], 2020, at [time]. The hearing will take place at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 3 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

Front Inside

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

This is not a notice of a lawsuit against you.

If you received an automated or artificial voice or prerecorded voice call from Adobe on your cellular telephone between February 27, 2015 and March 9, 2020, and you are not a current or former customer of Adobe, you may be entitled to compensation as a result of the settlement of this class action:

Bonoan v. Adobe, Inc.
Case No. 3:19-cv-01068-RS (N.D. Cal.)

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

Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

Bonoan v. Adobe, Inc.
c/o [administrator]
[address]
[city], [state] [zip]

Permit
Info here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID >>
<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

Front Outside