

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

**IRIS CALOGERO, individually and
on behalf of all others similarly
situated, and
MARGIE NELL RANDOLPH,
individually and on behalf of all others
similarly situated**

v.

**SHOWS, CALI & WALSH, LLP, a
Louisiana limited liability
partnership; MARY CATHERINE
CALI, an individual; and JOHN C.
WALSH, an individual**

CIVIL ACTION

NO. 2:18-cv-06709

SECTION “M” DIVISION “3”

JUDGE: BARRY W. ASHE

MAGISTRATE JUDGE:

EVA J. DOSSIER

CLASS SETTLEMENT AGREEMENT

1. **PARTIES:** The parties to this Settlement Agreement (“Agreement”) are: Plaintiffs Iris Calogero and Margie Nell Randolph, individually and on behalf of themselves and all others similarly situated, including the class members defined below, and Defendants Shows, Cali & Walsh, LLP, Mary Catherine Cali, and John C. Walsh (“Defendants”). This Agreement is intended by Plaintiffs and Defendants to bind the Plaintiffs, the class members, and the Defendants, their assigns and successors, officers and employees of Defendants, and all others acting with knowledge of this Agreement. This Agreement is also intended by Plaintiffs and Defendants to fully, finally, and forever resolve, discharge, and settle the claims of the Plaintiffs and the class members upon the terms and conditions described herein.

2. **NATURE OF LITIGATION:** On July 16, 2018, Plaintiff Calogero filed a Class Action Complaint (Doc. 1) against Defendants in the United States District Court for the Eastern

District of Louisiana, alleging that Defendants violated the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.* (“FDCPA”), in connection with correspondence sent by Defendants to Plaintiffs, recipients of Homeowners Grants extended by the Road Home Program; Defendants claimed repayment of certain grant funds. On June 30, 2021, Plaintiffs Calogero and Randolph filed a Second Amended Class Action Complaint (Doc. 80), alleging that Defendants committed multiple violations of the FDCPA in connection with their efforts to collect the alleged Homeowners Grant debt.

3. **SETTLEMENT:** Plaintiffs and Defendants consider it desirable that the action and the claims alleged therein be settled upon the terms and conditions set forth in this Agreement, in order to avoid the further expense and uncertainty of protracted litigation.

4. **INVESTIGATION:** Counsel for the proposed settlement class have investigated the facts available to counsel and the applicable law. Defendants have cooperated with counsel for the class and have made Defendants’ records of collection efforts and payments available to counsel for the class, as well as Defendants’ statements of net worth. Defendants acknowledge that Plaintiffs and class counsel have relied on this information in reaching this Agreement.

5. **SETTLEMENT NEGOTIATIONS:** Prior to entering into this Agreement, counsel for the parties engaged in discovery, extensive litigation, settlement discussions, and extensive arms-length negotiations, which resulted in an agreement on the principal terms of this settlement, and it is the desire and intent of the parties by entering into this Agreement to effectuate the settlement.

6. **COMPROMISE:** Plaintiffs and the class members desire to settle their claims against Defendants, having taken into account, through their counsel, the risks, delay and difficulties involved in further litigation. Based on the foregoing, and upon an analysis of the

benefits which this Settlement Agreement affords the class, counsel for the class considers it to be in the best interests of the class to enter into this Agreement, and that the Agreement is fair, reasonable, adequate, and in the best interests of the class.

7. In consideration of the foregoing and other good and valuable consideration, Defendants, Plaintiffs, and counsel for the members of the class agree that the claims of the Plaintiffs and the members of the class against Defendants should be and are compromised and settled, subject to the approval of the Court, upon the following terms and conditions.

TERMS

8. **EFFECTIVE DATE:** This Settlement Agreement shall become effective (“Effective Date”) upon the occurrence of the following: Thirty-One (31) days after the Court’s order granting final approval of the class settlement, or if an appeal has been sought, the expiration of five (5) days after the final disposition of any such appeal which disposition approves the Court’s order granting final approval of the class settlement.

9. **CLASS MEMBERS:** The Class was certified by the district court on June 10, 2024. (Rec. Doc. 280). Class Members are defined as follows:

The umbrella class consists of all Louisiana residents who received a Road Home homeowner’s grant for personal, family, or household purposes to whom defendants Shows, Cali & Walsh, LLP, Mary Catherine Cali, and/or John C. Walsh (collectively, “SCW”) sent a collection letter in the form of exhibit 4 and/or exhibit 5 of the second amended complaint within the one-year period prior to the filing of this lawsuit, and who also fall into one or more of the following three subclasses:

- Subclass 2 (which relates to Plaintiffs’ second claim) consists of those to whom SCW sent a collection letter in the form of exhibit 4 and/or exhibit 5 (which letter did not state that the alleged debt was not legally enforceable or otherwise acknowledge a potential statute-of-limitations problem and that a payment would renew the debt) more than ten years after the grant agreement was signed or the State was notified of his or her alleged duplicate payments.

- Subclass 3 (which relates to Plaintiffs' third claim) consists of those to whom SCW sent a collection letter in the form of exhibit 4 and/or exhibit 5 which stated that "you may also be responsible for ... attorney fees," who did not receive duplicate payments after the grant agreement was signed.

- Subclass 4 (which relates to Plaintiffs' fourth claim) consists of those to whom SCW sent a promissory note in the form of exhibit 6 of the second amended complaint obligating them to repay alleged grant overpayments, without advising that signing the instrument would revive any statute of limitations that had run against legal action on the alleged debt.

The parties have interpreted "in the form of Exhibit 4 or 5, . . . [and] exhibit 6," as used above in the class definition to mean collection letters in the form of Exhibit 4 or 5, and a promissory note in the form of Exhibit 6 as attached to the Second Amended Complaint, sent by Defendants to recipients of Road Home Homeowners Grants, in an attempt to collect their alleged obligation, which was not returned to Defendants as undeliverable by the U.S. Post Office.

Defendants represent that the Umbrella class size does not exceed approximately 3385 persons, that subclasses 2 and 3 are the same size, and that subclass 4 includes 230 persons who are also members of subclass 2 or 3. There is no distinction, in terms of entitlement to damages, between the members of subclasses 2 and 3, and no added benefit for membership in both subclass 2 and 3. **Exhibit A** hereto lists the 3385 class members, who are members of subclasses 2 and 3; and **Exhibit B** lists the 230 members of subclass 4.

10. MONETARY RELIEF TO THE NAMED PLAINTIFFS:

The Membership of Plaintiffs Calogero and Randolph in the Umbrella Class and in subclasses 2 and 3 (Calogero and Randolph) and subclass 4 (Randolph) has been determined by litigation. Plaintiff Randolph's entitlement to reimbursement has been disclosed by Defendants' records. Named Plaintiffs' statutory damages, incentive awards, and damages for emotional distress have been determined by negotiated compromise.

Defendants shall pay to Iris Calogero (member of second and third subclasses):

Statutory damages	\$1,000.00
Damages for emotional distress	\$373.94
Incentive and service as class representative award	<u>\$10,000.00</u>
Total:	\$11,373.94

Defendants shall pay to Margie Randolph (member of second, third, and fourth subclasses):

Statutory damages	\$1,000.00
Reimbursement	\$1,500.00
Damages for emotional distress	\$1,276.47
Incentive and service as class representative award	<u>\$10,000.00</u>
Total:	\$13,776.47

11. MONETARY RELIEF TO THE CLASS:

Plaintiffs Calogero and Randolph are the only persons whose membership in the Umbrella Class and any subclass has been determined by litigation. Plaintiffs and Defendants agreed that the costs of litigating definitive membership in the subclasses would exceed the economic benefits of such determination. The parties agreed that 90% of the remaining putative class of 3383 persons would probably qualify as a member of subclass 2, 3, or 4. They therefore agreed to accept each of those persons as a class member but to reduce their recoveries of actual damages by 10%. The following subsections describe the award calculations, as summarized on **Exhibit C** hereto.

A. Statutory Damages (subclasses 2, 3, and 4)

Defendants represent that their combined net worth does not exceed \$7,500,000. Defendants shall pay \$75,000 to the class, which is approximately 1% or more of the net worth of each Defendant, as statutory damages pursuant to 15 U.S.C. § 1692k(a)(2). This element of damage is not subject to a 10% reduction because the FDCPA calls for statutory damages to be shared equally among class members. Exclusive of Named Plaintiffs, each class member will

receive approximately \$22.17 in statutory damages (1/3383rd of \$75,000).

B. Damages for emotional distress (subclasses 2 & 3, but not 4)

The parties negotiated the damages for emotional distress for the 3155 members of subclasses 2 & 3 who are not members of subclass 4 at \$1,179,775.31, from which Plaintiff Calogero will receive her full pro rata allotment, \$373.94 (1/3155th of \$1,179,775.31), as shown in Paragraph 10 above, and from which the other 3154 members will receive their pro rata portions of 90% of the remaining \$1,179,401.37 (which is \$1,061,461.23) – about \$336.54 each.

C. Reimbursement (subclass 4)

Defendants represent that 230 members of subclass 4 paid Defendants a combined total of \$473,687.81, as reflected on Exhibit B. Plaintiff Randolph, whose class membership is unquestioned, paid \$1500.00, which Defendants will reimburse to her in full as shown in Paragraph 10 above. Defendants will reimburse 90% of the remaining \$472,187.81, or \$424,969.02, to the other 229 members of subclass 4, prorated as 90% of the payments by them reflected on Exhibit B. Because each member of subclass 4 paid different amounts, each member will receive a different amount as reimbursement.

D. Damages for emotional distress for subclass 4

The parties negotiated the amount of \$293,589.67 as damages for emotional distress of the 230 members of subclass 4. Ms. Randolph will receive her full allotment of \$1,276.47 (1/230th of \$293,589.67). The other 229 members of subclass 4 will share equally in \$263,081.88 (90% of the remaining \$292,313.20) – about \$1148.82 apiece.

E. *Cy pres* award for any unclaimed funds in the class award

Defendants will make these settlement funds available no later than thirty (30) days after the Effective Date. No later than thirty (30) days after the entry of Final Judgment, Defendants,

through the Settlement Administrator, will issue pro rata payments to those Class Members who have submitted a claim and have not opted out. Any class award funds which remain unclaimed ninety (90) days after the settlement payments are disbursed to the Class Members will be paid as a *cy pres* award to Southeast Louisiana Legal Services' fund for consumer representation and education.

12. CLASS SETTLEMENT NOTICE: Defendants will pay the costs of administration, distribution, and mailing the notice to the class members, including the expense of the distribution of checks to the class members, and a National Change of Address (NCOA) search upon preliminary approval of class settlement. These administration expenses shall be subtracted from the amounts payable to Plaintiffs' attorneys, as described in Paragraph 18 below.

13. SETTLEMENT ADMINISTRATOR: The Settlement Administrator shall be Settlement Services, Inc. Defendants will provide a list of class members and their addresses to the Settlement Administrator within thirty (30) days of the Court's order preliminarily approving the class settlement. Notice shall be sent within forty-five (45) days of the Court's order preliminarily approving the class settlement.

14. CAFA NOTICE DEADLINE: Defendants' attorneys shall be responsible for sending the Class Action Fairness Act (CAFA) Notice pursuant to 28 U.S.C. § 1715(d) within ten (10) days of the filing of the Preliminary Approval Motion.

15. CLASS NOTICE MAILING: Notice will be mailed via First Class U.S. Mail to the Class Member's last known address as listed in Defendants' records, as updated from an NCOA search by the Settlement Administrator, unless the Class Member has informed Defendants in writing as of the date of the Court's preliminary approval order that (1) he or she is represented by an attorney, and provided a mailing address for that attorney or (2) that Defendants should

communicate with a non-attorney third party rather than the Class Member. If the Class Member has informed Defendants that he or she is represented by an attorney, and provided a mailing address for that attorney, the class notice will be mailed to the attorney's last known address contained in Defendants' records, as updated from an NCOA search by the Settlement Administrator. If the Class Member has informed Defendants in writing that they should communicate with a non-attorney third party, the class notice will be mailed to the Class Member's last known address contained in Defendants' records as updated from an NCOA search by the Settlement Administrator. The Settlement Administrator's responsibilities include, but are not limited to, giving notice, obtaining new addresses for returned mail, acting as a liaison between Class Members and the parties, distributing payments to Class Members, and any other tasks reasonably required to effectuate the foregoing.

16. **CLASS NOTICE FORMAT:** The class notice will be in the general format attached hereto as **Exhibit D**.

17. **STATUTORY RELIEF AND INCENTIVE AWARD TO THE NAMED PLAINTIFFS:** As noted in Paragraph 10 above, Defendants will pay \$1,000.00 to each Named Plaintiff, Iris Calogero and Margie Randolph, as statutory damages pursuant to 15 U.S.C. § 1692k(a)(2) and an additional \$10,000.00 to each of them as an incentive award for their services as class representatives. Said payment will be made via Class Counsel upon the Effective Date.

18. **ATTORNEYS' FEES AND COSTS:** Defendants agree that for purposes of this settlement, the Plaintiffs are the successful parties and therefore Defendants agree to pay reasonable attorneys' fees and costs to Class Counsel pursuant to 15 U.S.C. § 1692k(a)(3). Class Counsel's reasonable attorneys' fees and costs have been agreed upon as \$950,000.00, less class administration costs described in Paragraph 12 above, to be distributed among them as reflected

in **Exhibit E**; Proposed Preliminary Order; *see also*, **Exhibit F**, Summary of Plaintiffs' Counsel's fees and costs, as incurred and as discounted by consent. The amount of \$850,000.00 of said payment will be made via Class Counsel upon the Effective Date, and the balance paid after the settlement administrator has been paid in full. The Court's order regarding Class Counsel's proposed attorneys' fees, costs, and expenses, and Plaintiffs' statutory damages and incentive award, will not affect the finality of the class action settlement.

19. TOTAL PAYMENT BY DEFENDANTS: The total amount to be paid by Defendants under this settlement is TWO MILLION EIGHT HUNDRED THOUSAND (\$2,800,000.00) AND NO/100 DOLLARS.

20. RELEASES:

A. Defendants agree that they have or will dismiss with prejudice all pending lawsuits Defendants filed against any and all class members to recover Road Home homeowners' grants and cancel all notes signed by class members and/or judgments taken or liens recorded against their properties.

B. Plaintiffs and each class member shall, as of the Effective Date, be deemed to release and discharge forever Defendants, and their current and former officers, directors, successors, predecessors, executors, administrators, assigns, shareholders, partners, investors, affiliated companies, insurers, attorneys, clients, and employees, from all claims, controversies, liabilities, actions and causes of action, which were asserted or could have been asserted in this litigation, as well as any claims arising out of or relating to the same nucleus of operative facts as alleged in the Second Amended Class Action Complaint. This release is conditioned upon the performance by Defendants of their obligations toward Plaintiffs and the class members as set forth in this Agreement.

21. CONFIDENTIALITY:

It is further understood that the terms and conditions of this settlement and release will be publicized in order to provide full and adequate notice to the members of the class. However, the parties agree that they will not further comment upon the conduct and performance of any party except by reference to the decisions of the District Court and the Fifth Circuit Court of Appeal.

The parties agree that, other than the above noted allowed disclosures, they will not, directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize, post on any social media platform (or cause to be posted) or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the following), any remark, comment, message, information, declaration, or statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or disparaging toward any other party in connection with the relationship and services between the plaintiffs and RELEASED PARTIES.

Additionally, Plaintiffs' counsel agrees not to hold any press conferences, post on social media platforms, or make media statements other than those necessary to fulfill notice requirements to the class; however, the foregoing shall not limit Plaintiffs' counsel's ability to report to counsel's Board of Directors, donors, potential donors, management, tax/legal advisors, auditors or other business-related stakeholders. Plaintiffs' counsels disclosures to the aforementioned stakeholders shall include reference to this confidentiality and non-disparagement agreement.

Total cumulative damages payable by a single plaintiff for any violations of this non-disparagement agreement shall be capped per individual at the individual plaintiff's share of statutory and emotional distress damages. No plaintiff shall be liable for any other party's breach

of this section, including counsel. Neither shall any plaintiff be expected to return their refund of alleged debt payments under this agreement.

22. NON-APPROVAL. If this Settlement Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used as a limitation on Plaintiffs' alleged damages nor an admission of liability by Defendants in any subsequent proceedings in this or any other litigation, or in any manner whatsoever. The parties agree that if this Settlement Agreement is not approved by the Court or for any reason does not become effective, the parties shall seek a new scheduling order to place the parties in the same position that they were in as of September 18, 2024.

23. CLASS MEMBERS' RIGHT OF EXCLUSION: Any Class Member can seek to be excluded from this Agreement and from the class. Any Class Member who wishes to be excluded from the settlement must mail a written request for exclusion to the Settlement Administrator postmarked no more than one-hundred five (105) days of the Court's order preliminarily approving the class settlement. Within fourteen (14) days of receipt of a request for exclusion the Settlement Administrator shall forward a copy to Class Counsel and to counsel for Defendant. Through a request for exclusion, and subject to the court's approval, a Class Member must include his or her:

- a. Full name;
- b. Address;
- c. Telephone number; and
- d. A statement that he or she wishes to be excluded from the class action settlement.

Any Class Member so excluded shall not be bound by the terms of this Agreement nor entitled to any of its benefits.

The Settlement Administrator will provide a list of the names of each Class Member who submitted a valid and timely request for exclusion.

24. **DECEASED CLASS MEMBER:** Where a Plaintiff or Class Member is deceased, upon receipt of proper identification and documentation of the payee's interest, payment will be made to the Class Member's estate or, in the event there is no estate, to the Class Member's next of kin in the following priority: (1) spouse; (2) children; (3) parents; (4) siblings; and (5) other relatives. A proposed Next of Kin Form is attached as **Exhibit G**.

25. **RIGHT OF APPEARANCE:** Pursuant to Rule 23(c)(2)(B)(iv) of the Federal Rules of Civil Procedure, a Class Member may enter an appearance through his or her attorney, provided that such person files with the Court a written entry of appearance no more than one-hundred five (105) days after the Court's order preliminarily approving the class settlement. A Class Member is not required to enter an appearance to participate in the settlement.

26. **OBJECTIONS:** Any Class Member who objects to the settlement contemplated by this Agreement shall have a right to appear and be heard at the fairness hearing, provided that such person files with the Court a written notice of objection no more than one-hundred five (105) days after the Court's order preliminarily approving the class settlement. Through his or her notice of objection, and subject to the court's approval, a Class Member must include his or her:

- a. Full name;
- b. Address;
- c. Telephone number;
- d. A statement of the objection;
- e. A detailed description of the facts underlying the objection;
- f. A detailed description of the legal authorities that support each objection;

- g. A statement noting whether the Class Member intends to appear at the fairness hearing;
- h. A list of all witnesses that the Class Member intends to call by live testimony, deposition testimony, or affidavit or declaration testimony; and
- i. A list of exhibits that the Class Member intends to present at the fairness hearing.

Counsel for the parties may, but need not, respond to the objections, if any, by means of a memorandum of law of no more than fifteen (15) pages filed and served prior to the fairness hearing. The manner in which a notice of objection should be filed shall be stated in detail in the notice to the class. Only Class Members who have filed valid and timely written notices of objection will be entitled to be heard at the fairness hearing, unless the Court orders otherwise. A Class Member who has filed an objection may, but need not, appear at the fairness hearing. Any Class Member who does not make his or his objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement or the award of attorneys' fees to class counsel, unless otherwise ordered by the Court.

27. **PRELIMINARY APPROVAL:** As soon as practicable after execution of this Agreement, the parties shall apply to the Court for an order which:

- a. Preliminarily approves this Agreement.
- b. Schedules a hearing for final approval of this Agreement by the Court.
- c. Approves the form of notice to the class, to be published as described above.
- d. Finds that mailing of such class notice is the only notice required and that such notice satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

28. **FINAL APPROVAL:** After the conclusion of the fairness hearing, the Court will determine whether to enter a final order approving the terms of this Agreement as fair, reasonable, and adequate, providing for the implementation of those terms and provisions, finding that the notice given to the Class Members satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, directing the entry of the proposed final order, and retaining jurisdiction to enforce the provisions of this Agreement.

29. **SETTLEMENT DOCUMENTS:** The parties propose to use a form of notice to the class similar to Exhibit D, attached hereto, and a form of proposed Preliminary Order similar to Exhibit E, attached hereto. The fact that the Court may require non-substantive changes in the notice or either order does not invalidate this Agreement.

MISCELLANEOUS PROVISIONS

30. **OTHER MATTERS:** The parties and their attorneys agree to cooperate fully with one another in seeking court approval of this Agreement, and to use their best efforts to effect the consummation of this Agreement and the settlement provided for herein as soon as is reasonably possible.

31. **ENFORCEMENT OF SETTLEMENT:** If this Agreement is breached, reasonable and necessary attorneys' fees may be awarded to the non-breaching party as determined by the Court.

32. The foregoing constitutes the entire agreement between the parties with regard to the subject matter hereof and may not be modified or amended except in writing, signed by all parties hereto, and approved by the Court.

33. This Agreement may be executed in multiple counterparts, in which case the

various counterparts shall be said to constitute one instrument for all purposes. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

34. Each and every term of this Agreement shall be binding upon and inure to the benefit of Plaintiffs, the Class Members, and any of their successors and personal representatives, and shall bind and shall inure to the benefits of the Released Parties, all of which persons and entities are intended to be beneficiaries of this Agreement.

35. **ENTIRE AGREEMENT:** With the exception of the Exhibits attached hereto and referenced above, this Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

36. **SEVERABILITY:** If any provision of this Agreement shall be found by any court of competent jurisdiction to be void, voidable, invalid or unenforceable, the remaining portions shall remain in full force and effect.

37. **AUTHORITY TO EXECUTE:** Each counsel or other person executing the Agreement or any of its Exhibits on behalf of any party hereto hereby warrants that he or she has the full authority to do so.

38. **EXCLUSIVE JURISDICTION AND VENUE FOR ENFORCEMENT:** Any dispute relating to this Agreement or Final Judgment shall be resolved exclusively in the United States District Court for the Eastern District of Louisiana, and if necessary, the United States Court of Appeals for the Fifth Circuit, and the United States District Court for the Eastern District of Louisiana shall retain exclusive jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of this

Agreement and/or Judgment, subject to appeal, if necessary. The parties agree to submit to the exclusive jurisdiction and venue for the purposes described above.

39. **CHOICE OF LAW:** This Agreement and any document executed in furtherance of the Settlement shall be governed by, subject to, and construed in accordance with the laws of the State of Louisiana and the Federal laws and procedures applicable to class actions settlements, without regard to conflicts-of-laws principles.

40. **APPEALS:** If a Class Member appeals the Final Order and Judgment, Plaintiffs and Defendants agree to support this Agreement on appeal. Nothing contained in this Agreement is intended to preclude Plaintiffs, Defendants, or Class Counsel, from appealing any order inconsistent with this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

The parties, through their authorized Counsel, have executed this Settlement Agreement as of the date(s) indicated below.

BY: s/ David S. Daly DATE: 11/25/2024

David S. Daly
FRILOT, LLC

FOR DEFENDANTS, SHOWS, CALI & WALSH, LLP, MARY CATHERINE CALI, and JOHN C. WALSH

AND

BY: s/Margaret E. Woodward DATE: 11/25/2024

Margaret E. Woodward
ATTORNEY AT LAW

**ON BEHALF OF PLAINTIFFS,
IRIS CALOGERO, MARGIE RANDOLPH AND THE CLASS**

EXHIBIT A

List of 3385 Class Members

Because this document contains personally identifiable information, it will be made available to the Court separately, in a confidential manner.

EXHIBIT B

List of 230 Members of Subclass 4

Because this document contains personally identifiable information, it will be made available to the Court separately, in a confidential manner.

Calogero et al. v. Shows, Cali & Walsh, LLP et al. – Exhibit C to Settlement Agreement, Summary of Class Award

RELIEF to the 3,385 class members	Negotiated Actual Damages Amount¹	Named Plaintiff Calogero	Named Plaintiff Randolph	Settlement Amount to be divided among class members:	3,154 Members of Subclasses 2/3 (exclusive of 4)²	229 Members of Subclass 4, only³
Statutory Damages	--	\$1,000.00	\$1,000.00	\$75,000.00	\$22.17	\$22.17
Emotional Distress Damages for Subclasses 2/3	\$1,179,775.31	\$373.94	---	\$1,061,461.23	\$336.54	--
Reimbursement for Subclass 4	\$473,687.81	--	\$1,500.00	\$424,969.02	--	Variable ⁴
Emotional Distress Damages for Subclass 4	\$293,589.67	--	\$1,276.47	\$263,081.88	--	\$1,148.82
Named Plaintiff Service Award	--	\$10,000.00	\$10,000.00	--	--	--
Total	\$1,947,052.79	\$11,373.94	\$13,776.47	\$1,824,512.11	\$358.71	\$1,170.99 plus reimbursement
Total Class Award: \$1,849,662.52						

¹ The Negotiated Actual Damages Amount establishes the baseline for actual damages (but not statutory damages). This actual damages figure was reduced by 10% for all but the two Named Plaintiffs. That is, the Settlement Amount to be divided among the subclass members is 90% of remaining negotiated damages amount after payment of Named Plaintiffs' shares.

² Exclusive of Named Plaintiff Calogero, there are 3,154 members of Subclasses 2/3.

³ Exclusive of Named Plaintiff Randolph, there are 229 members of Subclass 4.

⁴ Varies based on the amount originally paid by Subclass 4 member.



United States District Court for the Eastern District of Louisiana

Calogero v. Shows, Cali & Walsh, LLP et al
Case No. 2:18-cv-06709-BWA-EJD

Class Action Notice

Authorized by the U.S. District Court

Did you get a letter from Shows, Cali and Walsh saying they might take you to court if you didn't pay back money you got from the Road Home Program?

There is a \$2.8 million settlement of a lawsuit: \$300 - \$1200 per share, plus partial reimbursement of any money you repaid. You may be entitled to money.

To be included in this settlement, you should:

Read through this notice.

Reply by [date].

If you don't do anything, the settlement will still apply to you and might change your rights. For more information, visit: [website].

- This settlement ends a lawsuit about whether Shows, Cali & Walsh misled recipients of the Road Home homeowners' grants and violated the Fair Debt Collection Practices Act.
- It stops added costs and risks from going on with the lawsuit, gives money to homeowners, and frees Shows, Cali & Walsh from legal responsibility.
- The two sides disagree on how much money could have been won at trial.
- The lawyers for the homeowners will ask the Court for \$950,000 as payment for their work on this case and reimbursement for case costs.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Calogero v. Shows, Cali & Walsh, LLP et al*, Case No. 2:18-cv-06709-BWA-EJD, brought on behalf of people who received a debt collections letter that threatened legal action the Road Home homeowners grants were not paid back. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit your information	Receive payment. You will be bound by the settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against Shows, Cali and Walsh about the same issues.
Object	Tell the Court why you don't like the settlement.

Before this settlement, the Department of Housing and Urban Development (“HUD”) ended the Road Home Program including any attempts to collect repayment of Road Home grants. If Shows, Cali and Walsh collected a promissory note from you or took out a lien against your property, the note and/or the lien should have been cancelled at that time. **This settlement will not affect the cancelation of your alleged debt, whichever option you choose.** This settlement only affects 1) whether you receive refunds of payments you may have made to repay Road Home homeowners grants before the debt was cancelled and 2) whether you receive additional payment for your damages.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**
Your deadline to submit a claim form: **[date]**

Learning About the Lawsuit

What are the reasons for this lawsuit?

The lawsuit said that Shows, Cali, Walsh, and others deceived homeowners. They threatened to bring legal actions on debts that were too old. The lawsuit also said that Shows, Cali, and Walsh sent letters that gave incorrect and confusing info about homeowners having to pay lawyer fees.

Shows, Cali and Walsh deny that they did anything wrong, and they had multiple defenses.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
[website]

Why is there a settlement in this lawsuit?

In 2024, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. The Defendants only had \$2.8 million left in their insurance, which would be reduced by lawyers' fees and other costs if the court case went on, and Defendants deny that they had substantial net worth. The settlement includes two major compromises: First, the parties agreed to include everyone who received a collection letter, but to reduce their damages to take into account that not all of the letter recipients might be entitled to damages. Second, the parties compromised on how much money each person should receive for emotional damages, because the costs of proving individual damages

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

would substantially reduce the money available to pay those damages.

The settlement is on behalf of the homeowners who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where:

U.S. District Court,
Eastern District of Louisiana,
500 Poydras St., Room _____
New Orleans, LA 70130

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the settlement provide?

Shows, Cali and Walsh has agreed to create a \$2.8 million fund. This money will be divided among the class members and will also be used to pay for costs and lawyer fees approved by the Court, and for the cost

of administering this settlement. Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue Shows, Cali and Walsh for the same issues and legal violations raised in this lawsuit. All parties also agree not to discuss the settlement in the press or social media. You can read the complete terms of the 'release' [here].

If there is money left over after the claims process is completed, it will be donated to Southeast Louisiana Legal Services.

How much will my payment be?

If you received a collections letter, you could be a class member and entitled to money.

If you received a collection letter after July 16, 2017 which stated you may be sued or may be responsible for attorneys fees if you did not repay some of the Road Home Homeowners grant, **but you did not make any payments to the Defendants or receive a promissory note to begin repayment**, you may receive a damages check of approximately \$300.

If you did receive a collection letter after July 16, 2017 which stated you may be responsible for attorneys’ fees if you did not repay some of the Road Home Homeowners grant, **and you did make payments to the Defendants or receive a promissory note to begin repayment**, you may receive a damages check of approximately \$1000 plus a partial refund of your payments.

There are exceptions. You are not a class member if:

- **You received the collection letter before July 16, 2017;**
- **Your claims against Defendant come from other Road Home benefit such as elevation grants.**

Some letters were addressed to more than one person. Each person to whom the letter was addressed is a class member and has a separate claim for damages.

If you signed a promissory note and/or you made any payment on a debt Defendants said you owed, you are a class member entitled to

a refund of 90% of the amounts you paid, in addition to the money for damages. While damages will be paid to each recipient of a collection letter, the refund will only be paid to one.

If you're not sure whether you're a member of the class, you can find out by calling [phone number], checking [website], or filling out a claim form.

Deciding What to Do

How do I weigh my options?

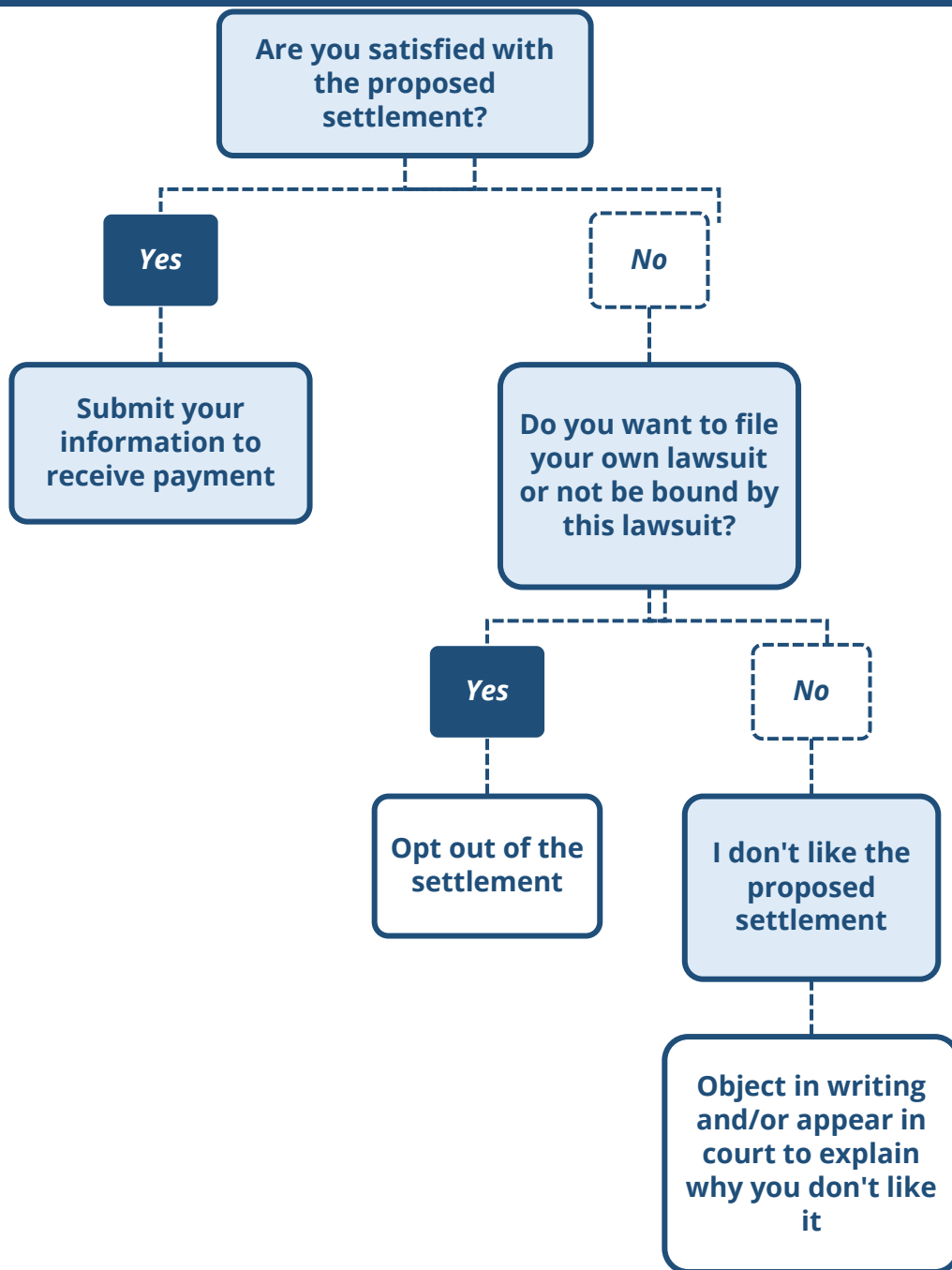
You have three options. You can stay in the settlement and give needed tax information, you can opt out of the settlement, or you can object to the settlement. This chart shows the effects of each option:

	Submit my information	Opt out	Object
Can I receive settlement money if I . . .	YES	NO	YES
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES
Can I pursue my own case if I . . .	NO	YES	NO
Will the class lawyers represent me if I . . .	YES	NO	NO

If a letter had more than one addressee, you must return a claim form stating how any refund is to be divided among the addressees. If you do not return a claim form or if there is a dispute about the allocation of the refund, the claims administrator will divide the refund equally among the addressees.

The claim form will also ask for tax information, like a SSN, so the claims administrator can send you the necessary tax forms (i.e. a 1099 over \$600). You should still consult with your own tax professional. If you do not provide a SSN, the claims administrator will automatically send 24% of your award to the IRS.

What is the best path for me?



Submitting a Claim

How do I get a payment if I am a class member?

If you want a settlement payment, you must submit a completed claim form to the Settlement Administrator online or download a claim form at [website] and mail to the Settlement Administrator (address below).

Do I have a lawyer in this lawsuit?

In a class action, the court approves class representatives and lawyers to work on the case and look after what's best for everyone in the class. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers:

Keren E. Gesund
GESUND AND PAILET, LLC
3421 N. Causeway Blvd., Suite 805
Metairie, LA 70002

Margaret E. Woodward
ATTORNEY AT LAW
1229 N. Tonti Street
New Orleans, Louisiana 70119

Jennifer C. Deasy
JENNIFER C. DEASY, LLC
Energy Centre
1100 Poydras Street, Suite 1500
New Orleans, Louisiana 70163

Kirsten Anderson
Crystal McElrath
Jamie Rush
SOUTHERN POVERTY LAW CENTER
201 Saint Charles Avenue
New Orleans, Louisiana 70170

O. Randolph Bragg
300 N. State Street, Suite 5320
Chicago, Illinois 60654

These are the lawyers who worked out this agreement for you.

If you'd prefer to have your own lawyer, you can hire one at your cost

Do I have to pay the attorneys in this case?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$950,000 total in attorneys' fees plus the reimbursement of case costs. Case costs include expenses like hiring an expert and mailing all settlement checks.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$10,000 to each of the Class Representatives for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit. That means you keep the right to sue Shows, Cali and Walsh or be part of another case against Shows, Cali and Walsh about the issues in this lawsuit. **If you have a pending**

lawsuit against Shows, Cali and Walsh speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit.

How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

Settlement Services, Inc.
<https://www.settlementservicesinc.com/>.
P.O. Box 1657
Tallahassee, FL, 32302-1657
Telephone: (866) 385-6216

Be sure to include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If there's part of the settlement that you don't like (like the fees you need to pay to lawyers) but you still don't want to opt out, you have the right to object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will listen to your view. But, remember, it can only say 'yes' or 'no' to the settlement - it can't change what's in it. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number ([case name and number here])
- (3) includes your full name, address and telephone number, and email

- address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

Settlement Services, Inc.
<https://www.settlementservicesinc.com/>.
 P.O. Box 1657
 Tallahassee, FL, 32302-1657
 Telephone: (866) 385-6216

U.S. District Court,
 Eastern District of Louisiana,
 500 Poydras St., Room _____
 New Orleans, LA 70130

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, we will not know your preferred method of payment and will assume sending your paper check is best. You will be responsible for paying your own taxes and you will still be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against Shows, Cali and Walsh about the issues in this case. For a complete list of the claims and individuals involved that will be settled if the agreement is accepted, click [here].

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. You can find the full settlement and all the rules related to it here.

To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [website]
- access the Court's [eCourt Public Portal] online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	Settlement Services, Inc. https://www.settlementservicesinc.com/ P.O. Box 1657 Tallahassee, FL, 32302-1657 Telephone: (866) 385-6216
The Lawyers Representing You (The Lawyers for the Plaintiffs/Homeowners)	<p>Keren E. Gesund GESUND AND PAILET, LLC 3421 N. Causeway Blvd., Suite 805 Metairie, LA 70002</p> <p>Margaret E. Woodward ATTORNEY AT LAW 1229 N. Tonti Street New Orleans, Louisiana 70119</p> <p>Jennifer C. Deasy JENNIFER C. DEASY, LLC Energy Centre 1100 Poydras Street, Suite 1500 New Orleans, Louisiana 70163</p> <p>Kirsten Anderson Crystal McElrath Jamie Rush SOUTHERN POVERTY LAW CENTER 201 Saint Charles Avenue New Orleans, Louisiana 70170</p>

	O. Randolph Bragg 300 N. State Street, Suite 5320 Chicago, Illinois 60654
Court (DO NOT CONTACT)	U.S. District Court, Eastern District of Louisiana, 500 Poydras St., Room _____ New Orleans, LA 70130

[Optional sample instructions for accessing eCourt Public Portal]

[To access the Court's eCourt Public Portal online found at [web address], you will need to create an account. You can then access documents by clicking on "Searches," on the next page clicking on "Case Number Search," then entering the case number [insert number] and clicking "Search." On the following page, click the link [case name]. You may then download images of every document filed in the case for a fee. You may also view images of case documents for free at one of the computer terminal kiosks at court locations.]

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

**IRIS CALOGERO, individually and
on behalf of all others similarly
situated, and
MARGIE NELL RANDOLPH,
individually and on behalf of all others
similarly situated**

v.

**SHOWS, CALI & WALSH, LLP, a
Louisiana limited liability
partnership; MARY CATHERINE
CALI, an individual; and JOHN C.
WALSH, an individual**

CIVIL ACTION

NO. 2:18-cv-06709

SECTION “M” DIVISION “3”

JUDGE: BARRY W. ASHE

MAGISTRATE JUDGE:

EVA J. DOSSIER

PROPOSED ORDER

On the joint motion of Plaintiffs Iris Calogero and Margie Nell Randolph, individually and on behalf of members of the certified class (collectively “Plaintiffs”), and Defendants Shows, Cali & Walsh LLP, Mary Catherine Cali, and John C. Walsh (collectively “Defendants”), for preliminary approval of their Settlement Agreement and related matters, and having considered the parties’ memoranda, the record, and the applicable law,

IT IS ORDERED that preliminary approval of the parties’ Settlement Agreement is hereby **GRANTED**;

IT IS FURTHER ORDERED that Notice of Settlement be mailed and posted on the website of the Southern Poverty Law Center within 45 days;

Exhibit E to Settlement Agreement

IT IS FURTHER ORDERED that class members be allowed 45 days from the issuance of the Notice of their rights to opt-out of or object to the settlement;

IT IS FURTHER ORDERED that Settlement Services, Inc. be and it is hereby approved as Settlement Administrator;

IT IS FURTHER ORDERED that Settlement Services, Inc. file its affidavit of compliance with notice requirements no less than 30 days before the final approval hearing;

IT IS FURTHER ORDERED that the parties file their motion for final approval no less than 30 days before the final approval hearing;

IT IS FURTHER ORDERED that the parties file their replies in support of final approval no less than 7 days before the final approval hearing.

New Orleans, Louisiana, this _____ day of _____, 2024.

BARRY W. ASHE
UNITED STATES DISTRICT JUDGE

Calogero et al. v. Shows, Cali & Walsh, LLP et al. – EXHIBIT F to Settlement Agreement**Table 1.****Plaintiff Counsel's Fees and Costs incurred to date, as of settlement agreed at mediation:**

Attorney	Hourly Rate	Hours Billed	Fee	Expenses
SPLC	Waived	Waived	Waived	\$34,529.00
M. Woodward	\$400	1,182	\$472,800.00	\$3,351.30
J. Deasy	\$350	1,322	\$462,700.00	--
K. Gesund	\$300	490	\$147,000.00	--
R. Bragg	Flat fee	n/a	\$10,000.00	--
Sub-totals:		2,994	\$1,092,500.00	\$37,880.30
Grand Total:			\$1,130,380.30	

Table 2.**Negotiated discount by the parties' mutual consent, with proposed distribution timetable:**

Proposed Fees and Costs Award to Plaintiffs as Prevailing Party	Defendants' Payment Installments	Allocation by Class Counsel
Defendants' initial installment to be paid to Class Counsel on Effective Date of Agreement	\$850,000.00	
To be paid to Class Settlement Administrator (estimated)		(\$40,000.00)
To be paid to Plaintiffs' Counsel for reimbursement of costs		(37,880.30)
To be paid to Plaintiff Counsel R. Bragg for consultancy fee		(\$10,000.00)
Remainder of Defendants' initial installment to be paid toward Plaintiffs' attorneys' fees pursuant to a <i>pro rata</i> agreement among M. Woodward, J. Deasy, and K. Gesund		(\$762,119.70)
Defendants' final installment to be paid to Class Counsel after the Settlement Administrator has been paid in full (approximately)	\$100,000.00	
Remainder of Defendants' final installment to be paid toward Plaintiffs' attorneys fees according to <i>pro rata</i> agreement		(\$100,000.00)
Remainder of Plaintiffs' Counsel's pre-settlement fees (approximately, depending on the actual cost to be paid to the Class Settlement Administrator)		\$230,380.30 Waived
Total fee-shifting award by consent	\$950,000.00	(\$950,000.00)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

**IRIS CALOGERO, individually and
on behalf of all others similarly
situated, and
MARGIE NELL RANDOLPH,
individually and on behalf of all
others similarly situated**

v.

**SHOWS, CALI & WALSH, LLP, a
Louisiana limited liability
partnership; MARY CATHERINE
CALI, an individual; and JOHN C.
WALSH, an individual**

CIVIL ACTION

NO. 2:18-cv-06709

SECTION "M" DIVISION "3"

JUDGE: BARRY W. ASHE

MAGISTRATE JUDGE:

EVA J. DOSSIER

NEXT OF KIN

STATE OF _____

PARISH/COUNTY OF _____

BE IT KNOWN that before me, undersigned Notary Public duly commissioned and
qualified in and for aforesaid parish/county and state, personally came and appeared:

(Name)

(Address)

who did depose and state:

I hereby certify that _____ died on
(Name of Class Member)

_____.
(Date of death)

My relationship to the Deceased is _____¹, and I certify that I am the Deceased's duly authorized representative or closest living relative.

Attached hereto is a copy of my Letters Testamentary/Letters of Administration, **OR** (if no estate has been opened, the Deceased's death certificate.

I understand that in submitting this form and accepting the payment due to the Deceased under the Settlement of their claims in the captioned action, I am obligating myself to share their recovery with anyone who has an interest in it under the law, and to abide by any other applicable terms of the Settlement, including the obligation of Confidentiality.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 202__.

NOTARY PUBLIC

¹ Payment will be made to the Class Member's estate through their estate representative, or, in the event there is no estate, to the Class Member's next of kin in the following priority: (1) spouse; (2) children; (3) parents; (4) siblings; and (5) other relatives.