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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**PAUL IZOR**, individually and on behalf of all  
others similarly situated,

*Plaintiff,*

v.

**ABACUS DATA SYSTEMS INC.**, a  
California corporation,

*Defendant.*

Case No. 4:19-cv-01057-HSG

**AMENDMENT 1 TO CLASS ACTION  
SETTLEMENT AGREEMENT**

**Hon. Haywood S. Gilliam, Jr.**  
**Action Filed: February 26, 2019**

This Amendment No. 1 to the Settlement Agreement and Release is entered into between the Parties.

WHEREAS, on or about June 17, 2020, the Parties executed the Settlement Agreement and Release (the “Settlement Agreement”), filed in the above-referenced matter as Docket Number 69-1.

WHEREAS, on July 23, 2020, the Court in the Action entered an Order directing the Parties to meet and confer and file (1) a stipulated proposed revision to release language in the settlement agreement and (2) further detail regarding the policies and procedures that constitute injunctive relief for the class members.

WHEREAS, the Parties met and conferred concerning the topics raised by the Court.

NOW, THEREFORE, the Parties stipulate to the following revisions to the Settlement Agreement:

- Section 1.1.29 is amended as follows: “Released Claims” shall mean any and all claims, liabilities, demands, causes of action, or lawsuits of the Settlement Class Members, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether

1 under federal, state, or local law (such as any violations of the Telephone Consumer Protection  
2 Act, 47 USC § 227, the FCC's related regulations—including Do Not Call requirements, or unfair  
3 or deceptive practices act), and whether brought in an individual, representative, or any other  
4 capacity, (a) that were brought in the Litigation or could have been brought under state or local  
5 laws similar to the Telephone Consumer Protection Act, (b) that arise from the manner in which  
6 text messages were sent, or attempted to be sent, by or on behalf of Defendant, (c) that arise from  
7 a lack of consent for sending text messages or (d) that arise from the sending, or attempted  
8 sending, of text messages by or on behalf of Defendant to telephone numbers registered on any  
9 federal or state do not call list, within the four years preceding February 26, 2019. It is the  
10 Parties' intent to comply with the factual predicate doctrine, which was raised by the Court during  
11 the July 23, 2020 hearing on Representative Plaintiff's unopposed Motion for Preliminary  
12 Approval.

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15 • With respect to the policies and procedures referenced in Section 4.3 of the Settlement  
16 that constitute injunctive relief for the Settlement Class Members, the Parties agree as follows:

17 • Defendant will not make any telemarketing calls or send any telemarketing  
18 text messages for a period of 2 years to any Settlement Class Member without an  
19 independent investigation into the existence of consent (or another Telephone Consumer  
20 Protection Act acceptable explanation) to call or text message a particular Settlement  
21 Class Member.

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23 • Defendant will obtain a subscription to the National Do Not Call Registry.  
24 • Defendant will perform a quarterly spot check of 10 telemarketing calls  
25 and/or texts made on its behalf. If any of those 10 calls are to a cellular telephone number  
26 or a telephone number registered on the National Do Not Call Registry, Defendant will  
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seek evidence of written permission to make those calls or another Telephone Consumer Protection Act acceptable explanation. Defendant will perform an independent investigation of any purported consent and will terminate any vendors that do not deliver such consent or cooperate.

- Defendant will require any vendors making telemarketing calls to identify any sub-vendors they use and get prior written approval to use them.

The Parties agree that these changes shall supersede and control over any conflicts in the Settlement Agreement. All other terms not specifically modified by the Court’s Order and this Amendment remain the same.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be duly executed by themselves or by their duly authorized representatives:

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Dated: August 6, 2020	 Eric Hart, General Counsel On Behalf of Defendant Abacus Data Systems Inc.
Dated:  08 / 06 / 2020	 Paul Izor
Dated:  08/06/2020	 On Behalf of Kaufman, P.A.