

Exhibit 7

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made by and among Debra Duke (“Plaintiff”), on behalf of herself and the Settlement Class (as defined below), on the one hand, and American Express National Bank (“AENB”), sued as “American Express Company”, on the other hand (collectively, the “Parties”). Plaintiff, Class Counsel (as defined below) and AENB hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all Released Claims (as defined below) of Plaintiff and the Settlement Class Members (as defined below) included in the Action entitled Debra Duke v. American Express Company, No. 4:23-cv-00125-LCK (D. Ariz.) (as defined below), shall be settled, compromised and released upon the terms and conditions contained herein.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. Plaintiff filed the Action alleging, among other things, that AENB violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), by placing calls to cellular telephones through the use of an artificial or prerecorded voice without the prior express consent of Plaintiff and the putative class members.

B. AENB vigorously denies all claims asserted in the Action and denies all allegations of wrongdoing and liability. AENB desires to settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk and uncertainty of continuing these proceedings.

C. This Agreement results from and is the product of extensive, good faith and arm’s length negotiations. On May 16, 2024, the Parties participated in an in-person, private mediation before Bruce Friedman, Esq. of JAMS and continued negotiations through telephone conferences over an extended time. On April 17, 2026, the Parties again participated in private mediation, this

time before Robert Meyer, Esq. of JAMS via Zoom. Afterwards, the Parties continued negotiations over email and finally agreed to settlement terms on May 5, 2026.

D. The Parties enter into this Agreement, subject to preliminary approval and final approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, to fully, finally and forever resolve, discharge and release all Released Claims (as defined below) of Plaintiff and the Settlement Class Members in exchange for AENB's agreement to pay the total amount of \$12,000,000.00 (TWELVE MILLION DOLLARS AND NO CENTS) inclusive of Settlement Costs and Settlement Awards as set forth below.

E. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the Settlement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Plaintiff, on behalf of herself and the Settlement Class, and AENB agree to the Settlement, subject to approval by the Court, as follows:

II. ADDITIONAL DEFINITIONS

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. "Action" means Debra Duke v. American Express Company, No. 4:23-cv-00125-LCK (D. Ariz.).
2. "CAFA Notice" refers to the notice requirements imposed by 28 U.S.C. § 1715(b).
3. "Claim Form" or "Claim" means the claim form to be submitted by Settlement Class Members in order to receive a Settlement Award pursuant to Section III.F of this

Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 1.

4. “Claim Period” means the period of time in which a Settlement Class Member must submit a Claim Form to be eligible to receive a Settlement Award as part of the Settlement. As set forth in III.B.1 of this Agreement, the last day of the Claim Period will be 60 days following the Notice Deadline.

5. “Class Counsel” means Kaufman P.A. and Coleman PLLC.

6. “Class Notice” means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement, including one or more of the following methods: E-mail Notice, Mail Notice, Publication/Media Notice, Website Notice and any different or additional notice that might be ordered by the Court. A description of the contemplated Class Notice is provided in Section III.E of this Agreement.

7. “Class Period” means the period from March 13, 2019 through July 11, 2025.

8. “Court” means the United States District Court for the District of Arizona.

9. “Effective Date” means three business days after the last of the following dates: (i) the entry of the Final Approval Order; and (ii) the final disposition of any related appeals, or, in the case of no appeal or review being filed, expiration of the applicable appellate period.

10. “E-mail Notice” means the notice that will be provided pursuant to Section III.E.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 3.

11. “Final Approval Hearing” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees, costs and expenses awarded to Class Counsel and the amount of the service award to Plaintiff.

12. “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement, the proposed form of which is attached hereto as Exhibit 7.

“Final Approval” occurs on the date that the Court enters, without material change, the Final Approval Order.

13. “Long-Form Notice” shall have the meaning set forth in Section III.E of this Agreement.

14. “Mail Notice” means the postcard notice that will be provided pursuant to Section III.E.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 2.

15. “Notice Deadline” shall have the meaning set forth in Section III.B of this Agreement.

16. “Notice Program” shall have the meaning set forth in Section III.E of this Agreement.

17. “Opt-Out and Objection Deadline” shall have the meaning set forth in Section III.B of this Agreement.

18. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit 6. “Preliminary Approval” occurs on the date that the Court enters, without material change, the Preliminary Approval Order.

19. “Publication/Media Notice” means the notice of settlement that will be provided pursuant to Section III.E.2 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 4.

20. “Redistribution” means additional money from the Settlement Fund which may be distributed to certain eligible Settlement Class Members, as set forth in Section III.G.2 of this Agreement.

21. “Released Claims” means all claims to be released as set forth in Section III.H of this Agreement, including without limitation all claims alleged in the Action.

22. “Released Parties” means AENB (and all other entities for which AENB or an affiliate thereof issues a credit card), and each and all of their present, former and future direct

and indirect parent companies, affiliates, subsidiaries, agents, successors, vendors, and/or predecessors in interest and all of the respective officers, directors, employees, attorneys, shareholders, agents, and assigns of the aforementioned, and all other persons or entities identified or described as “Released Parties” in Section III.H of this Agreement.

23. “Releases” means all of the releases set forth in Section III.H of this Agreement.

24. “Releasing Parties” means Plaintiff and each and all Settlement Class Members, on behalf of themselves and anyone claiming through them.

25. “Settlement” means the settlement which the Parties have entered to resolve the Actions and the allegations therein. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

26. “Settlement Administrator” means Kroll Settlement Administration LLC or such other person or organization jointly selected by the Parties and approved by the Court.

27. “Settlement Award” means a payment that may be available to eligible Settlement Class Members pursuant to Section III.F of this Agreement.

28. “Settlement Class” means: “All persons in the United States (1) to whom American Express placed a call (2) directed to a number assigned to a cellular telephone service, but not assigned to a person with an account with American Express, (3) in connection with which an artificial or prerecorded voice was used, (4) from March 13, 2019 through July 11, 2025.” Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

29. “Settlement Class Member” means all persons in the Settlement Class who do not validly opt out of the Settlement Class.

30. “Settlement Costs” means: (i) any award of attorneys’ fees, expenses, and costs to Class Counsel approved by the Court; (ii) any service award to Plaintiff approved by the Court; (iii) all costs of printing and providing notice to persons in the Settlement Class (including, but not limited to, costs for E-mail Notice, Mail Notice, Publication Notice, and Website Notice and any different or additional notice that might be ordered by the Court); (iv) all costs of

administering the Settlement, including, but not limited to, the cost of printing and mailing Settlement Awards and other payments, Claim Forms, the cost of maintaining a designated post office box and/or operating the Settlement Website for receiving Claim Forms; and (v) the fees, expenses and all other costs of the Settlement Administrator.

31. “Settlement Fund” means the amount of \$12,000,000.00 (TWELVE MILLION DOLLARS AND NO CENTS), which amount includes all amounts payable by AENB pursuant to this Agreement, including but not limited to all Class Member awards, attorneys’ fees, expenses, costs, service awards, advancements of notice and administration costs and any and other Settlement Costs paid pursuant to, advanced pursuant to or otherwise described in this Agreement.

32. “Settlement Website” means the website established by the Settlement Administrator to aid in the administration of the Settlement and upon which will be posted the Website Notice.

33. “AENB’s Counsel” means Steptoe LLP.

34. “Website Notice” means the website notice provided pursuant to Section III.E.3 of this Agreement, substantially in the form attached hereto as Exhibit 5.

B. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. TERMS OF SETTLEMENT

A. Conditional Certification of the Settlement Class. Solely for the purposes of providing Class Notice and implementing the terms of this Agreement, the Parties agree to conditional certification of the Settlement Class. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in this Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to this Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of

the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, AENB or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

B. Preliminary Approval.

1. Preliminary Approval Motion. On or before June 22, 2026, or such other date as agreed upon by the Parties and approved by the Court, Plaintiff will move the Court for entry of the Preliminary Approval Order, which shall specifically include requests that the Court: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within sixty (60) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class; (f) set a deadline sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene (the “Opt-Out and Objection Deadline”); (g) approve the Claim Form and the claims process described herein; (h) set the Claim Period for the submission of Claims to end 60 days after the Notice Deadline; (i) pending determination of whether the Settlement should be finally approved, bar and enjoin all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims unless they timely Opt-Out; (j) pending final determination of whether the Settlement should be approved, stay all

proceedings except those related to effectuating the Settlement; and (k) schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than is mandated under 28 U.S.C. § 1715(d).

2. Stay/Bar of Proceedings. All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all Settlement Class Members and any person or entity allegedly acting on behalf of Settlement Class Members, either directly, representatively or in any other capacity, will be preliminarily enjoined from: (1) commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; and (2) organizing any Settlement Class Members into a separate class, or soliciting the participation of other Settlement Class Members, for purposes of pursuing as a purported class action any lawsuit in any jurisdiction (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims. However, Settlement Class members will not be precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement. The Parties will request the entry of such an injunction in the Final Approval Order.

3. Promptly upon the entry of the Preliminary Approval Order, the Settlement Administrator shall confirm in writing to all Parties that it agrees to be bound by the protective order entered in this Action, and promptly thereafter Class Counsel shall provide to the Settlement Administrator, on a confidential basis and subject to the protective order, the dataset containing approximately 492,000 telephone numbers that was previously produced in discovery in the Action (the “Phone Number List”).

C. Financial Consideration to the Settlement Class.

1. The Settlement Fund. As full and complete consideration for the Settlement, AENB will pay the total amount of \$12,000,000.00 (TWELVE MILLION DOLLARS AND NO CENTS) as the Settlement Fund in settlement of all claims of Plaintiff and the Settlement Class Members described herein. The Settlement Fund shall include payments to claiming Settlement Class Members, as discussed below, any Redistribution, and the following amounts, collectively referred to as “Settlement Costs”: (i) any award of attorneys’ fees, expenses, and costs to Class Counsel approved by the Court; (ii) any service award to Plaintiff approved by the Court; (iii) all costs of providing notice to persons in the Settlement Class (including, but not limited to, costs for the Notice Program and costs to locate potential Settlement Class Members); (iv) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing settlement payments, Claim Forms, the cost of maintaining a designated post office box for receiving Claim Forms; and (v) the fees, expenses and all other costs of the Settlement Administrator. The Settlement Fund shall be reduced by the Settlement Costs prior to making any awards to Settlement Class Members, as set forth in Section F. AENB shall not, under any circumstances, be obligated to pay any amounts in addition to the Settlement Fund in connection with the Settlement. Within thirty (30) days after entry of the Preliminary Approval Order, AENB shall advance to the Settlement Administrator such money as the Settlement Administrator reasonably determines to be necessary to effectuate the Court-approved notice plan; this payment shall be treated as a contribution to the Settlement Fund and it shall be credited toward AENB’s total financial obligation pursuant to this Settlement. The balance of the Settlement Fund (i.e., \$12,000,000.00 less amounts previously advanced for notice) shall be transmitted to the Settlement Administrator forty-five (45) days after the Effective Date. In no event shall AENB’s total financial obligation under this settlement exceed \$12,000,000.00.

2. Termination. In the event that the Settlement is not ultimately approved, or is terminated, canceled or fails to become effective for any reason including, but not limited to, Section K.3 below, any money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance

with this Agreement, shall be returned to AENB within fifteen (15) days of the event that causes the Agreement to not become effective.

3. Settlement Fund Is a Qualified Settlement Fund.

a. The Settlement Fund shall constitute a “qualified settlement fund” (“QSF”) within the meaning of Treasury Regulation § 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).

b. Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide AENB with that employer identification number on a properly completed and signed IRS Form W-9.

c. If requested by either AENB or the Settlement Administrator, the Settlement Administrator and AENB shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

d. Other than remitting the Settlement Fund monies as described in Section III.C.1 of this Agreement, AENB shall have no responsibility, financial obligation, or liability whatsoever with respect to the notifications to the Settlement Class required hereunder, the processing of claims and opt out letters, the allowance or disallowance of claims by Settlement Class Members, payments to Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such remittances shall fully discharge AENB’s obligation to the Plaintiff Representative, Settlement Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Fund.

e. The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement or understanding with the Settlement Administrator relating to the QSF shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

D. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described herein, and perform other functions assigned to the Settlement Administrator elsewhere in this Agreement, including, but not limited to: effectuating the Notice Program pursuant to Section E; calculating the amount of the Settlement Awards and distributing the Settlement Fund pursuant to Section III.G; and, in the event of termination of the Settlement pursuant to Section C.2, returning the Settlement Fund, along with any accrued interest or earnings, to AENB pursuant to the same Section. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:

1. Obtain the Phone Number List and perform reverse lookups in an effort to identify persons entitled to notice and to determine their most recent e-mail addresses and/or direct mailing addresses, and update the addresses received through the National Change of Address database for the purpose of providing the Notice and later mailing Settlement Awards;
2. Provide the Notice, as described herein and approved by the Court;
3. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;
4. Establish and maintain the Settlement Website;

5. Establish and maintain an automated toll-free telephone line (which shall not have live operators) for persons in the Settlement Class to call with, and/or to leave questions or messages regarding, Settlement-related inquiries, and to answer the questions of persons who call with or otherwise communicate such inquiries (except that the Settlement Administrator shall not give, and shall not be expected to give, legal advice);

6. Process all Claim Forms and requests for exclusion from persons in the Settlement Class;

7. Provide weekly reports and a final report to Class Counsel and AENB's Counsel that summarize the number of requests for exclusion received that period, the total number of exclusion requests received to date and other pertinent information, including Claims information;

8. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that verifies that the Notice Program directed by the Court has been effectuated, confirms the number of valid Claims, and identifies each person in the Settlement Class who timely and properly requested exclusion from the Settlement Class; and

9. Facilitate and process the payment from the Settlement Fund of the following: (a) all Settlement Costs (including any award of attorneys' fees, expenses, and costs to Class Counsel approved by the Court, and any service awards to Plaintiff approved by the Court); and (b) all Settlement Awards to claiming Settlement Class Members;

E. Settlement Class Notice Program. The "Notice Program" will be comprised of Direct Notice, Publication/Media Notice and a detailed notice (the "Long-Form Notice") on the Settlement Website. The Notices provided under or as part of the Notice Program will not bear or include any American Express or AENB logo or trademarks (except for the abbreviation "AENB"), the return address of AENB, and otherwise shall not be styled so as to appear to originate from AENB. Nor will the Notices provided include any logos or trademarks of any other company that issues an American Express co-branded card.

1. E-mail and Mail Notice. The Settlement Administrator will make reasonable efforts to provide individual direct notice to those persons identified as possible members of the Settlement Class based upon the Phone Number List by performing reverse lookups in an effort to identify persons in the Settlement Class and to determine their most recent e-mail addresses and/or direct mailing addresses. The Settlement Administrator shall send E-Mail Notice to all persons for whom an e-mail address is identified and Mail Notice to all persons for whom a mailing address is identified. The E-mail, Mail and Publication/Media Notices shall direct recipients to the Settlement Website and the Long-Form Notice available on the Settlement Website (described in III.E.3). The E-Mail Notice shall employ technology (such as tracking, return-receipt or other code embedded within the e-mails or e-mail headers or metadata) to permit the Settlement Administrator to reasonably determine whether e-mails have been delivered and/or opened. The E-Mail Notice also shall have a hyperlink that Class Member recipients may click and be taken to a landing page on the Settlement Website. The Settlement Administrator shall use reasonable means to ensure that the E-Mail Notice is not blocked from delivery or diverted to junk e-mail folders by spam filters or similar technology.

2. Publication/Media Notice. The Settlement Administrator will distribute the Publication/Media Notice via the Internet. The Publication/Media Notice shall refer Settlement Class Members to the Settlement Website. The details and specific content of the Publication/Media Notice plan shall be subject to approval by AENB, which approval shall not be unreasonably withheld.

3. Website Notice. The Settlement Administrator will establish and maintain a website, using a domain name selected by and agreed to jointly by the Parties, dedicated to the Settlement (the “Settlement Website”), on which will be posted the E-mail Notice, the Mail Notice, the Long-Form Notice, and Claim Form (described in II.A.3), as well as other relevant documents relating to the Settlement. The Settlement Website shall also provide for online submission of Claim Forms. The details and specific content of the Website Notice plan shall be subject to approval by AENB, which approval shall not be unreasonably withheld. The Settlement Website

shall not bear or include AENB's or any of its parents', affiliates', or subsidiaries' logos or trademarks; nor shall it bear or include any other language or symbol referring to any other company for which AENB or any affiliate thereof issues co-branded cards.

4. CAFA Notice. AENB shall be responsible for timely compliance with all CAFA notice requirements.

F. Settlement Awards.

1. Awards. Each Settlement Class Member will be entitled to make one Claim per telephone number upon the Settlement Fund, which will be payable as a cash award, as described below. Each Settlement Class Member who submits a valid Claim (subject to Section F.2 below) will be paid a Settlement Award, which shall be calculated by dividing the amount remaining in the Settlement Fund (after deducting all Settlement Costs) by the total number of valid Claims (subject to Section F.2. below).

2. Claims. Settlement Awards shall be made to eligible Settlement Class Members who submit valid claims. To make a claim for a Settlement Award, Settlement Class Members must submit a valid and timely Claim Form, which shall include, subject to the Court's approval: (i) the Settlement Class Member's full name and address; (ii) the cellular telephone number at which the Settlement Class Member received a call from AENB, or on behalf of AENB; and (iii) a physically or electronically signed certification that (1) the Settlement Class Member was not a AENB customer at the time of the call(s) and, on or after March 13, 2019, (2) the Settlement Class Member received a call with an artificial or prerecorded voice by or on behalf of, or caused to be made by, AENB, to the Settlement Class Member's cellular telephone, and (3) the Settlement Class Member did not provide the cellular telephone number to AENB or is not a person who had consented to receiving calls at that cellular telephone number. The Claim Forms may be submitted to the Settlement Administrator by mail or via the Settlement Website. Only one valid Claim Form will be honored per Settlement Class Member per telephone number called. The Settlement Administrator shall provide to AENB, in an electronic format suitable to AENB, all data provided by claimants on their Claim Forms ("Claim Data"). Within 30 days after receipt of

Claim Data, American Express shall provide to the Settlement Administrator a list of any claimants whose submitted data, based upon American Express's reasonably accessible electronic records, suggests a possibility that the claimant is or was a cardmember (the "Potentially Invalid Claim List"). Upon receipt of the Potentially Invalid Claim List, the Settlement Administrator shall collect such additional information from claimants on the Potentially Invalid Claim List as it deems necessary to determine whether the claim is or is not valid. All claims ultimately determined to be invalid shall be provided to Plaintiff's counsel and AENB's counsel on a "Proposed Invalid Claims List." Counsel for either Party may object to the Settlement Administrator regarding any claim's inclusion on the Proposed Invalid Claims List, but the Settlement Administrator shall make the final decision as to which claims shall be deemed invalid and shall communicate such decision to those who submitted the claims deemed invalid. The Settlement Administrator's determination shall be subject to potential review by the Court upon an appropriate and timely motion.. The Settlement Administrator shall ultimately decide whether a Claim Form is valid.

3. Obligations of Settlement Class Members Unaffected By Settlement. The Settlement shall not affect debts owed and/or contracts between Plaintiff or Settlement Class Members, on the one hand, and AENB, on the other. Plaintiff, all Settlement Class Members and AENB will remain fully obligated on any and all such debts and/or contracts.

G. Distribution of Settlement Awards.

1. Settlement Award Payments. Cash award payments shall be distributed by the Settlement Administrator within 60 days after the Effective Date. The Settlement Administrator shall mail, by first class mail, a check to each eligible Settlement Class Member who submitted a Claim Form or, for any eligible Settlement Class Member who makes such an election, transmit electronic payment in any manner elected by the Settlement Class Member. The Settlement Administrator will perform skip tracing and re-mailing, as necessary; all costs of such work will be considered Settlement Costs and deducted from the Settlement Fund. Payments will be valid for 90 days from issuance.

2. Remaining Money in the Settlement Fund and Redistribution to Certain Eligible Settlement Class Members. The amounts of payments that remain unsettled more than 90 days after issuance will be redistributed on a *pro rata* basis to the eligible Settlement Class Members who settled their initial payments, if, after administration, the redistribution is economically feasible in that it would allow for a distribution of \$1 each after deducting associated administration costs (the “Redistribution”). The Settlement Administrator shall continue to make subsequent redistributions to the extent any settlement checks remain uncashed 90 days after the date on the check mailed in connection with the Redistribution, until the Redistribution is no longer economically feasible. Once Redistribution is no longer economically feasible, the remaining amounts shall be donated to the United States Treasury. No remaining funds shall revert to AENB or otherwise be paid to AENB.

H. Releases. As of the Effective Date, Plaintiff and the Settlement Class Members provide the following releases:

Upon entry of the Final Approval Order, the Releasing Parties will be deemed to have fully released and forever discharged the Released Parties from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or are related in any way to the actual or alleged use, or caused use, by AENB (or any of its agents, vendors or affiliates, making calls by, on behalf of, or caused to be made by AENB) of an artificial or prerecorded voice (to the fullest extent that term is used, defined or interpreted by the Telephone

Consumer Protection Act, 47 U.S.C. § 227, et seq., relevant regulatory or administrative promulgations and case law) to have made, or caused to have made, from March 13, 2019 through July 11, 2025, in connection with the calls at issue in this matter to a cellular telephone number of a Settlement Class Member where the subject of the call was a AENB account that did not belong to the recipient of the call and where the recipient of the call did not provide AENB the telephone number to which it placed, or caused to be placed, the call, including, but not limited to, claims under or for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and the regulations promulgated thereunder and relevant case law, and all claims for violation of any other state or federal statutory or common law that regulates, governs, prohibits or restricts the use of an artificial or prerecorded voice (the “Released Claims”).

Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code and Section 20-7-11 of the South Dakota Codified Laws, which are set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Cal. Civ. Code § 1542.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. S.D.C.L. § 20-7-11.

Plaintiff and the Settlement Class Members understand and acknowledge the significance of these waivers of Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws 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 Settlement Class Members acknowledge that they are aware that they may hereafter learn 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 Parties, 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.

I. Attorneys' Fees, Expenses, and Costs. Plaintiff shall move the Court for an award of attorneys' fees, expenses, and costs to be paid from the Settlement Fund. Class Counsel shall receive payment of the fees and costs awarded by the Court out of the Settlement Fund within 21 days after the Effective Date. Court approval of attorneys' fees, expenses, and costs, or their amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

J. Service Awards. Plaintiff will apply to the Court for approval of a service award to be paid out of the Fund, subject to Court approval. Such service award shall be paid at the time the attorneys' fees, expenses, and costs payments to Class Counsel are due. Court approval of the service award, or its amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

K. Opt-Out Right/Termination.

1. Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at the address designated in the Class Notice no later than the Opt-Out and Objection Deadline. Subject to the Court's approval, exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; and (c) include the following statement or a statement materially similar to: "I request to be excluded from the settlement in the Duke action." No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class. If a person in the Settlement Class submits both an objection and an exclusion request, the person will be considered to have submitted an exclusion request (and not an objection).

2. Retention of Exclusions. The Settlement Administrator will retain a copy of all requests for exclusion and will, upon written request, provide copies of any such requests to counsel for the Parties. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

3. Excessive Opt-Outs. All Settlement Class Members will be bound by all determinations and judgments in the Action. In the event that the number of persons in the Settlement Class who validly and timely submit opt-out requests exceeds two hundred (200), AENB, in its sole discretion, may (but is not required to) terminate the Settlement. AENB shall inform Class Counsel within thirty (30) days after it is advised in writing that the number of valid opt-out requests is higher than four hundred as to whether it will exercise the right of termination. In the event that the Settlement is terminated pursuant to this provision, the Parties will be returned to the *status quo ante* as if no settlement had been negotiated or entered into, but AENB shall pay

for all accrued notice and Claims administration costs as of the date of termination of the Settlement.

L. Objections To the Settlement.

1. Right To Object. Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys' fees, expenses, and costs and/or a Service Award, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys' fees, expenses, and costs and/or Service Award. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing must file and serve on all parties a Notice of Intention to Appear with the Court.

2. Objection Requirements. Subject to the Court's approval, to be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Court by the Opt-Out and Objection Deadline. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the cellular telephone number called; (b) include a statement of such Settlement Class Member's specific objections; (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider; and (d) if the Settlement Class Member is represented by an attorney, list all other cases in which the Settlement Class Member has filed an objection.

M. Final Approval. Following completion of the Class Notice process and within 30 days following expiration of the Opt-Out and Objection Period, Plaintiff shall request that the Court enter the Final Approval Order in the form attached hereto as Exhibit 7, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and

adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution for the Settlement Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the pending Action with prejudice, without costs to any party, except as provided in this Agreement, and subject to the Court retaining continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of this Agreement.

N. Dismissal. Upon entry of the Final Approval Order, the Action shall be dismissed with prejudice as to Plaintiff and all non-excluded Settlement Class Members.

O. No Admissions. AENB expressly disclaims and denies any wrongdoing or liability whatsoever. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing by or liability of the Released Parties; (b) is or may be deemed to be or may be used in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal as an admission or evidence of any fault or omission of the Released Parties; (c) is or may be deemed a waiver of AENB's right to challenge class certification if this Settlement for any reason does not become final; or (d) is or may be deemed to be a waiver of AENB's right to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class.

P. No Publicity Beyond Notice Procedures. Class Counsel and/or Plaintiff will not issue press releases or initiate any public statements regarding the Settlement, with the exception of the Notices, and limited informational references on Class Counsels' websites to the Notices and related publicly available information regarding the Settlement. The Parties will make no statements of any kind to any third party regarding the Settlement prior to filing a motion for preliminary approval with the Court, with the exception of the Settlement Administrator. However, the Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement and Class Counsel will not be prohibited from communicating with any person in the Settlement Class regarding the Action or the Settlement. In all communications, the Parties must comply with all confidentiality agreements in the Actions and not disclose information that is not a part of the public record.

Q. General Matters.

1. Settlement Conditioned Upon Approval. The Settlement is conditioned upon entry of the Preliminary Approval Order and Final Approval Order without material modification by the Court. In the event of failure to obtain any of the required provisions of such orders, including, but not limited to, the denial of any motion seeking preliminary or final approval, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into the Settlement and their existence shall be inadmissible to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Actions, to the propriety or impropriety of class certification, to the amount of damages (or to the lack thereof) or for any other purpose.

2. No Admission Of Liability. The Released Parties vigorously deny any and all liability and are settling solely to avoid the cost and inconvenience of litigation.

3. Evidentiary Preclusion. Neither the Settlement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released claim, or of any wrongdoing or liability of the Released Parties; (ii) is or may be deemed to be or may be used as

an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be a waiver of AENB's rights to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class who opt out of the Settlement. In addition, neither the fact of, nor any documents relating to, AENB's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or any other defense or counterclaim.

4. Confidentiality. The terms of this Settlement, including the fact of the proposed Settlement, shall remain completely confidential until all documents are executed and a motion for preliminary approval of the Settlement is filed with the Court; provided, however, that the Parties may jointly report the pendency of the mediation and/or a settlement in principle to the Court in the Action, and as necessary to obtain proposals from settlement administrators. AENB may, at its sole discretion, disclose the terms of the Settlement to its auditors and tax advisors, and to other parties as may be reasonably necessary for tax, securities or legal compliance purposes, or otherwise to effectuate the Settlement. The protective order currently in effect governing confidential discovery materials will remain in effect currently and subsequent to entry of judgment, and all confidential materials will, promptly after the Effective Date, be returned to the producing party or destroyed.

5. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject

matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Agreement.

7. Authority. Plaintiff and AENB represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and AENB to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely and he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

8. No Assignment. No Party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

9. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

10. Non-Signatory Released Parties Are Third-Party Beneficiaries. Each and every Released Party is, despite not signing this Agreement, a third-party beneficiary of this Agreement with full rights to enforce the Releases given hereunder.

11. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his,

her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

12. Execution In Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Notices. All notices to counsel provided for herein shall be sent by e-mail with a hard copy sent by overnight mail to:

As to Plaintiff and the Settlement Class:

KAUFMAN P.A.
Avi R. Kaufman
kaufman@kaufmanpa.com
237 South Dixie Highway, Floor 4
Coral Gables, FL 33133

As to AENB:

STEPTOE LLP
Julia B. Strickland
jstrickland@steptoe.com
Stephen J. Newman
snewman@steptoe.com
2029 Century Park East, Suite 980
Los Angeles, CA 90067-3086

14. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as follows:

PLAINTIFF:



Debra Duke

Dated: June ²²__, 2026

AMERICAN EXPRESS NATIONAL BANK:

By: _____

Dated: June __, 2026

Its: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as follows:

PLAINTIFF:

Debra Duke

Dated: June __, 2026

AMERICAN EXPRESS NATIONAL BANK:

By: 

Dated: June 24, 2026

Its: Vice President & Senior Litigation Counsel

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

Kaufman P.A.

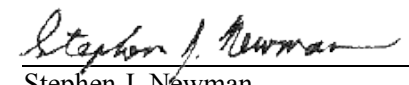
By:  _____
Avi R. Kaufman

Dated: June 22, 2026

APPROVED AS TO FORM:

AENB'S COUNSEL

Stephoe LLP

By:  _____
Stephen J. Newman

Dated: June 22, 2026

EXHIBIT 1
CLAIM FORM

CLAIM FORM

Section I - Instructions

This Form must be received by the Settlement Administrator no later than [Month] [Day], [Year].

This Claim Form may be submitted in one of two ways:

1. Electronically through [www.\[xxx\].com](http://www.[xxx].com).
2. Mail to: *American Express TCPA Settlement*, c/o ____, [Address], [City] [State], [Zip Code].

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, **no later than [Month] [Day], [Year]**. If this Form is not postmarked or submitted by this date, you will remain a member of the Class but will not receive any payment from the Settlement.

If you received a notice regarding the Settlement by mail or email, the notice includes your Claimant Identification Number, which is required to make a Claim. If you do not have a Claimant Identification Number, you can request one by contacting the Settlement Administrator via email to [xxx]@[xxx].com or by calling ###-###-####.

Section II - Class Member Information

Claimant Name (Required):[illegible]**Claimant Identification Number (Required):**[illegible]

Current Contact Information

Street Address (Required):[illegible]

City (Required):

State (Required):

Zip Code (Required)[illegible]

Email (Optional):

[illegible]

Preferred Phone Number (Required):

--	--	--	--	--	--	--	--	--	--

Your contact information will be used by the Settlement Administrator to contact you, if necessary, about your Claim. Provision of your email address is optional. By providing contact information, you agree that the Settlement Administrator may contact you about your Claim.

Section III – Confirmation of Class Membership

Cellular telephone number(s) for which you were the regular user or subscriber between March 13, 2019 and July 11, 2025 at which you received one or more prerecorded or artificial voice telephone calls from and/or on behalf of American Express regarding a credit card account that was not yours:

Section IV – Election of Payment

Please select your preferred method of payment for any approved Claim:

___ Check mailed to the address identified above in Section II

___ Electronic payment [options to be populated by Settlement Administrator]

Section V – Required Affirmations
--

IF SUBMITTED ELECTRONICALLY:

☐ I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full notice and Settlement Agreement at [www.\[xxxx\].com](http://www.[xxxx].com) or by writing the Settlement Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the postal address [Address], [City], [State] [Zip Code]. Checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL:

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full notice and Settlement Agreement at [www.\[xxxx\].com](http://www.[xxxx].com) or by writing the Settlement Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the postal address [Address], [City], [State] [Zip Code].

Dated: _____

Signature: _____

EXHIBIT 2
MAIL NOTICE



U.S. District Court for the District of Arizona
Duke v. American Express Company
Case No. 4:23-cv-00125-RM-LCK

Class Action Settlement Notice

Authorized by the U.S. District Court



Did you receive calls made by or on behalf of American Express with a prerecorded or artificial voice about a credit card account that was not yours?

There is a \$12 million settlement of a lawsuit. You may be entitled to money.

**Your Claim ID is:
<CLAIM ID>**

To be part of this settlement, respond by [date].

You can visit [website] to learn more.

Key things to know:

- This is an important legal document.
- While we cannot know the amount each Settlement Class Member will receive until all claims are submitted, the parties estimate that each Settlement Class Member who submits an approved claim will receive approximately \$100. This number is only an estimate, and could be higher or lower depending on the number of claims submitted.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue American Express National Bank and certain affiliates about the same issues.
- You can learn more at [website], scanning the QR code, or by calling <HOTLINE>

Court-Approved Legal Notice



This is an important notice
about a class action lawsuit.

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

EXHIBIT 3

E-MAIL NOTICE

To: [Class Member email address]
From: American Express Calls Class Action Notice Administrator
Subject: You could be eligible for a cash payment – Notice of American Express Class Action Settlement

A Court has directed that this Notice be emailed to you. You are not being sued. You may be eligible for a cash payment from a class action settlement.

CLICK HERE<WEBSITE HYPERLINK> TO SUBMIT A CLAIM

Records were obtained in a pending class action lawsuit titled *Duke v. American Express Company*, Case No. 4:23-cv-00125-RM-LCK (D. Ariz.), that show that you may have received prerecorded or artificial voice telephone calls from or on behalf of American Express in violation of the Telephone Consumer Protection Act (“TCPA”) from March 13, 2019 through July 11, 2025. As a result, you may be a Settlement Class Member in this case.

What is this lawsuit about? The lawsuit claims that American Express violated the TCPA by calling Plaintiff and others with a prerecorded or artificial voice about credit card accounts that were not theirs. American Express denies it did anything wrong. **The Court has not yet decided who is right.**

A \$12 million settlement has been proposed to resolve the lawsuit. While we cannot know the amount each Settlement Class Member will receive until all claims are submitted, the parties estimate that each Settlement Class Member who submits an approved claim will receive approximately \$100. This number is only an estimate, and could be higher or lower depending on the number of claims submitted.

How do I make a claim? You may make a Claim for settlement relief by: (1) submitting a Claim online at <WEBSITE> or (2) printing out the Claim Form from the website, completing it and mailing it to *American Express TCPA Settlement Administrator*, <ADMINISTRATOR MAILING ADDRESS>.

The deadline to file a Claim is <DATE>. If you make a Claim, you give up the right to sue separately for damages.

Do I have a lawyer? Yes. The Court appointed Kaufman P.A. and Coleman PLLC as counsel for the Settlement Class, to be paid from the Settlement Fund. Or you may appear through an attorney at your own expense.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by <DATE>. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. Alternatively, you may remain a Settlement Class Member and object to the Settlement by <DATE>. The Website explains how to exclude yourself from or object to the Settlement.

Final Approval Hearing. The Court has scheduled a hearing for <DATE> at <TIME> in Courtroom <#> of the U.S. District Court for the District of Arizona, Tucson Division. At that time, it will decide whether to give Final Approval to the Settlement. The hearing may be changed

without notice. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

More information is available at [insert website] or by calling toll-free [insert hotline phone number].

EXHIBIT 4

PUBLICATION/MEDIA NOTICE

Duke v. American Express Company

Facebook

**Legal Notices**

Ad · 

...

X

Did you receive an artificial or prerecorded voice call on your cellular telephone regarding an American Express account, but you did not have an American Express account? You may be entitled to compensation from a class action settlement.



url-tbd.com
Duke v. American Express Company Class Action... [Learn more](#)

 Like

 Comment

 Share

EXHIBIT 5
WEBSITE NOTICE



United States District Court for the District of Arizona

Duke v. American Express Company

Case No. 4:23-cv-00125-RM-LCK

Class Action Notice

Authorized by the U.S. District Court

Did you receive calls made by or on behalf of American Express with a prerecorded or artificial voice about a credit card account that was not yours?

There is a \$12 million settlement of a lawsuit.

You may be entitled to money.

To be part of this settlement, you should:

Read this notice.

Respond by **[date]**.

Important things to know:

- While we cannot know the amount each Settlement Class Member will receive until all claims are submitted, the parties estimate that each Settlement Class Member who submits an approved claim will receive approximately \$100. This number is only an estimate, and could be higher or lower depending on the number of claims submitted.
- You can submit a claim for payment HERE **[link to form]**.
- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- If you have questions or need assistance, please call [phone number]
- You can learn more at: **[website]**.

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About This Notice

This notice is to tell you about the settlement of a class action lawsuit, *Duke v. American Express Company*, brought on behalf of people who received certain calls from or on behalf of American Express in alleged violation of the Telecommunications Consumer Protection Act ("TCPA"). **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 a Claim Form	You must submit a claim to receive payment. You will be bound by the settlement.
Do Nothing	Get no payment. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit about the same telephone calls.
Object	Tell the Court why you don't like the settlement.

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 submit a claim form: [date]

Your deadline to object or opt out: [date]

Settlement approval hearing: [date]

Learning About the Lawsuit

What is this lawsuit about?

On March 13, 2023, a class action lawsuit was filed against American Express National Bank (“American Express”), sued as “American Express Company”. The lawsuit claims that American Express violated the Telecommunications Consumer Protection Act (“TCPA”) by calling or causing calls to be made to Plaintiff and others using a prerecorded or artificial voice about credit card accounts that were not theirs. The TCPA entitles consumers who prove they received illegal calls to recover money damages and get a court order stopping the calls.

American Express denies it did anything wrong.

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 2026, 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 Court has not decided this case in favor of either side.

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.

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 for the District of Arizona, 405 W. Congress Street, Tucson, AZ 85701

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?

American Express has agreed to pay \$12 million into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and attorney's fees approved by the Court, including 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 American Express and its affiliates for the same issues in this lawsuit. The full terms of the release can be found [\[here\]](#).

How do I know if I am part of this settlement?

The formal class definition is based upon call records obtained in the case. It includes:

All persons in the United States (1) to whom American Express placed a call (2) directed to a number assigned to a cellular telephone service, but not assigned to a person with an account with American Express, (3) in connection with which an artificial or prerecorded voice was used, (4) from March 13, 2019 through July 11, 2025.

How much will my payment be?

While we cannot know the amount each Settlement Class Member will receive until all claims are submitted, the parties estimate that each Settlement Class Member who submits an approved claim will receive approximately \$100. This number is only an estimate, and could be higher or lower depending on the number of claims submitted.

Actual payments will be calculated based on the total number of claims submitted.

Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

Submitting a Claim

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

If you wish to receive money, you must submit a claim form to the Settlement Administrator by completing one online [\[HYPERLINK\]](#) or by downloading a claim form at [\[website\]](#) and mailing it to the Settlement Administrator (address below).

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Avi Kaufman (Kaufman PA) and Stefan Coleman (Coleman, PLLC). These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

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 that the Court approve a payment of up to \$4 million total in attorneys' fees, plus the reimbursement of out-of-pocket expenses of up to \$100,000.

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 up to \$10,000 to the Plaintiff for the time and effort she contributed to the case. If approved by the Court, this 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 and may be able to file your own case.

How do I opt out?

If you do not wish to participate in the settlement you must mail a letter to the Settlement Administrator (address below) that is postmarked by [date], stating an intention to be "excluded" from this Settlement that includes your name, address, the telephone number(s) you received a telephone communication covered by this Settlement, and your signature. Mail the letter to:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may 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 classes, one entire class, or both classes. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. 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 (*Duke v. American Express Company*, Case No. 4:23-cv-00125-RM-LCK);
- (3) includes your full name, address and telephone number;
- (4) includes the name, address, and telephone number of any attorney representing you with respect to the objection;
- (5) attaches documents establishing, or includes information sufficient to allow the Parties to confirm, that the you are a Settlement Class Member, including the cellular telephone number called;
- (6) states the reasons for your objection; and
- (7) lists the case names, case numbers, and court for any prior case in which you and your lawyer (if applicable) have objected to a proposed class action settlement.

File the letter with the Court or mail the letter to:

U.S. District Court for the District of Arizona
405 W. Congress Street, Suite 1500
Tucson, AZ 85701-5010

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not get any money, but 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 American Express about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found **[here]**.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [\[here\]](#). To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyers (information below)
- visit the case website at [\[website\]](#)
- access the Court's PACER system online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Kaufman PA avi@kaufmanpa.com 237 South Dixie Highway, Floor 4 Coral Gables, FL 33133 Coleman PLLC law@stefancoleman.com 11 Broadway, Suite 615 New York, NY 10001
Court (DO NOT CONTACT – visit Clerk's office only)	U.S. District Court for the District of Arizona 405 W. Congress Street, Suite 1500 Tucson, AZ 85701-5010

EXHIBIT 6

PRELIMINARY APPROVAL ORDER

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7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF ARIZONA**

9 **Debra Duke**, individually, and on behalf of
10 all others similarly situated,

11 *Plaintiff,*

12 *v.*

13 **American Express Company**, a New York
14 registered corporation,

15 *Defendant.*
16

Case No. 4:23-cv-00125-RM-LCK

17 [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
18 ACTION SETTLEMENT

19 This Court has reviewed the motion for preliminary approval of class settlement filed
20 in this action, including the Settlement Agreement and Release (“Settlement Agreement”).¹
21 Based on this review and the findings below, the Court finds good cause to grant the motion.
22
23
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27 ¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those
28 terms in the Settlement Agreement.

1 **FINDINGS:**

2 1. The Court hereby preliminarily approves the Settlement Agreement and the
3 terms and conditions of settlement set forth therein, subject to further consideration at the
4 Final Approval Hearing.

5 2. The Court has conducted a preliminary assessment of the fairness,
6 reasonableness, and adequacy of the Agreement and hereby finds that the settlement falls
7 within the range of reasonableness meriting possible final approval. The Court therefore
8 preliminarily approves the proposed settlement as set forth in the Settlement Agreement.

9 3. The Notices and Claim Form (all attached to the Settlement Agreement), and
10 their manner of transmission, comply with Rule 23 and due process because the notices and
11 forms are reasonably calculated to adequately apprise class members of (i) the pending lawsuit,
12 (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the
13 settlement, exclude themselves from the settlement, or object to the settlement.

14 4. For settlement purposes only, the Class is so numerous that joinder of all
15 Settlement Class Members is impracticable.

16 5. For settlement purposes only, Plaintiff's claim is typical of the Settlement Class
17 members' claims.

18 6. For settlement purposes only, there are questions of law and fact common to
19 the Settlement Class which predominate over any questions affecting only individual
20 Settlement Class Members.

21 7. For settlement purposes only, class certification is superior to other available
22 methods for the fair and efficient adjudication of the controversy.

23 **IT IS ORDERED THAT:**

24 8. **Settlement Approval.** The Settlement Agreement, including the Claim Form
25 and Notices attached to the Settlement Agreement are preliminarily approved.

26 9. **Appointment of the Settlement Administrator and the Provision of Class**
27 **Notice.** Kroll Administration LLC is appointed as the Settlement Administrator. The
28

1 Settlement Administrator will notify Class Members of the settlement in the manner specified
2 under the Settlement Agreement. The Court further finds that the Notice Plan described in
3 the Settlement Agreement is the best practicable under the circumstances. The Notice Plan is
4 reasonably calculated under the circumstances to inform the Settlement Class of the pendency
5 of the action, certification of a Settlement Class, the terms of the Settlement Agreement, Class
6 Counsel's application for a fee award and service award, the claim process, and their rights to
7 opt-out of the Settlement Class or object to the Settlement. The Notices and Notice Plan
8 constitute sufficient notice to all persons entitled to notice. The Notices and Notice Plan
9 satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil
10 Procedure 23 and the Constitutional requirement of due process.

11 **10. Claim for a Settlement Award.** Class Members who want to receive an award
12 under the Settlement Agreement must accurately complete and submit a Claim Form to the
13 Settlement Administrator within 60 days after the Notice Date, as specified in the Notices.

14 **11. Objection to Settlement.** Any Settlement Class Member who has not
15 submitted a timely written exclusion request pursuant to paragraph 13 below and who wishes
16 to object to the fairness, reasonableness, or adequacy of the Settlement Agreement must
17 submit written objections to the Court postmarked by the Opt-Out and Objection Deadline.
18 Any objection regarding or related to the Settlement Agreement must include: (a) attach
19 documents establishing, or provide information sufficient to allow the Parties to confirm, that
20 the objector is a Settlement Class Member, including providing the cellular telephone number
21 called; (b) include a statement of such Settlement Class Member's specific objections; (c) state
22 the grounds for objection, as well as identify any documents which such objector desires the
23 Court to consider; and (d) if the Settlement Class Member is represented by an attorney, list
24 all other cases in which the Settlement Class Member has filed an objection. If a Settlement
25 Class Member makes an objection through an attorney, the Settlement Class Member will be
26 responsible for his or her personal attorney's fees and costs.

1 **12. Failure to Object to Settlement.** Settlement Class Members who fail to object
2 to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived
3 their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether
4 by a subsequent objection, intervention, appeal, or any other process) to the Settlement
5 Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

6 **13. Requesting Exclusion.** Settlement Class Members may elect not to be part
7 of the Class and not to be bound by this Settlement Agreement. Individual requests for
8 exclusion may be submitted to the Settlement Administrator by mail and postmarked no later
9 than the Opt-Out Deadline. No “mass” or “class” opt-outs are allowed. All requests for
10 exclusion must be in writing and signed by the Settlement Class Member, include the
11 Settlement Class Member’s name, address, and the phone number(s) at which he or she
12 received calls covered by this Settlement, and clearly state that the Person wishes to be
13 excluded from the Action and the Settlement.

14 **14. Provisional Certification.** The Settlement Class is provisionally certified as a
15 class of: All persons in the United States (1) to whom American Express placed a call (2)
16 directed to a number assigned to a cellular telephone service, but not assigned to a person with
17 an account with American Express, (3) in connection with which an artificial or prerecorded
18 voice was used, (4) from March 13, 2019 through July 11, 2025. Excluded from the Settlement
19 Class are all judges assigned to the Action and their clerks and staff.

20 **15. Conditional Appointment of Class Representative and Class Counsel.**
21 Plaintiff is conditionally certified as the class representative to implement the Parties’
22 settlement in accordance with the Settlement Agreement. Avi R. Kaufman of Kaufman P.A.
23 and Stefan Coleman of Coleman PLLC are conditionally appointed as Class Counsel. Plaintiff
24 and Class Counsel must fairly and adequately protect the Settlement Class’s interests.

25 **16. Termination.** If the Settlement Agreement terminates for any reason, the
26 following will occur: (a) class certification will be automatically vacated; (b) Plaintiff and Class
27 Counsel will stop functioning as the class representative and class counsel, respectively, except
28

1 to the extent previously appointed by the Court; and (c) this Action will revert to its previous
2 status in all respects as it existed immediately before the Parties executed the Settlement
3 Agreement, other than as to payments made to, or owed for work already incurred by, the
4 Settlement Administrator. Neither the Settlement nor this Order will waive or otherwise
5 impact the Parties' rights or arguments. Neither the settlement terms nor any publicly
6 disseminated information regarding the Settlement Agreement, including, without limitation,
7 the Class Notice, court filings, orders and public statements, may be used as evidence. In
8 addition, neither the fact of, nor any documents relating to, any Party's withdrawal from the
9 Settlement, any failure of the Court to approve the Settlement and/or any objections or
10 interventions may be used as evidence.

11 **17. No Admissions.** Nothing in this Order is, or may be construed as, an
12 admission or concession on any point of fact or law by or against any Party.

13 **18. Stay of Dates and Deadlines.** All discovery and pretrial proceedings and
14 deadlines are stayed and suspended until further notice from the Court, except for such actions
15 as are necessary to implement the Settlement Agreement and this Order. Pending final
16 determination of whether the Settlement should be approved, Plaintiff, all persons in the
17 Settlement Class, and persons purporting to act on their behalf are enjoined from commencing
18 or prosecuting (either directly, representatively or in any other capacity) against any of the
19 Released Parties any action or proceeding in any court, arbitration forum or tribunal asserting
20 any of the Released Claims.

21 **19. Modifications.** Counsel for the Parties are hereby authorized to utilize all
22 reasonable procedures in connection with the administration of the settlement which are not
23 materially inconsistent with either this Order or the terms of the Settlement. The Parties may
24 further modify the Settlement Agreement prior to the Final Approval Hearing so long as such
25 modifications do not materially change the terms of the settlement provided therein. The
26 Court may approve the Settlement Agreement with such modifications as may be agreed to
27 by the Parties, if appropriate, without further notice to Settlement Class Members.

20. **Final Approval Hearing.** On _____ (month) ____ (day), 2026, at _____, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. Plaintiff's motion in support of the Final Approval shall be filed after notice is disseminated and at least fifteen (15) days prior to the Final Approval Hearing. This Court may order the Final Approval Hearing to be postponed, adjourned, held remotely, or continued. If that occurs, the Parties will not be required to provide any additional notice to Settlement Class Members.

21. **Summary Timeline.** The Agreement and this Order provide for the following timeline dates and deadlines related to the provision of notice and the Final Approval Hearing:

Settlement Administrator provides Initial Mailed and/or Email Notice to Settlement Class Members	Within thirty (60) days after entry of the Preliminary Approval Order
Class Counsel's application for fees, expenses, and costs and a Service Award for Representative Plaintiff	Approximately thirty (30) days prior to the Opt-Out and Objection Deadline
Last day for Settlement Class Members to submit Claim Forms and Opt-Out and Objection Deadline	Approximately sixty (60) days after the Notice Date
Last day for Class Counsel to file motion in support of Final Approval	Within thirty (30) days following expiration of the Opt-Out and Objection Period
Final Approval Hearing	Approximately one hundred and fifty (150) days from entry of the Preliminary Approval Order

IT IS SO ORDERED, this ____ day of _____, _____.

UNITED STATES DISTRICT JUDGE P

EXHIBIT 7

FINAL APPROVAL ORDER

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7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF ARIZONA**

9 **Debra Duke**, individually, and on behalf of
10 all others similarly situated,

11 *Plaintiff,*

12 *v.*

13 **American Express Company**, a New York
14 registered corporation,

15 *Defendant.*
16

Case No. 4:23-cv-00125-RM-LCK

17 [PROPOSED] ORDER FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

18 On _____, this Court heard the motions for Final Approval of the Class Action
19 Settlement and for service award, Class Counsel fees and costs.¹ This Court reviewed: (a) the
20 motions and the supporting papers, including the Class Action Settlement Agreement and
21 Release (“Settlement Agreement”); (b) any objections filed with or presented to the Court; (c)
22 the Parties’ responses to any objections; and (d) counsel’s arguments. Based on this review
23 and the findings below, the Court finds good cause to grant the motions.
24
25

26
27 ¹ Capitalized terms in this Order (“Order”), unless otherwise defined, have the same
28 definitions as those terms in the Settlement Agreement.

FINDINGS:

1 FINDINGS:
2 1. Upon review of the record, the Court hereby finds that the Settlement
3 Agreement is, in all respects, fair, adequate, and reasonable and therefore approves it. Among
4 other matters considered, the Court took into account: (a) the complexity of Plaintiff's theory
5 of liability and the risks involved in "wrong number" cases; (b) delays in any award to the
6 Settlement Class that would occur due to further litigation and appellate proceedings; (c) the
7 amount of discovery that has occurred in the Action; (d) the relief provided to the Settlement
8 Class; (e) the recommendation of the Settlement Agreement by counsel for the Parties; and (f)
9 the absence of objectors to the Settlement Agreement, demonstrating that the Settlement Class
10 has a positive reaction to the proposed settlement.
11

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13 2. The Court also finds that extensive arm's-length negotiations have taken place,
14 in good faith, between Settlement Class Counsel and Defense Counsel resulting in the
15 Settlement Agreement. These negotiations were presided over by an experienced mediator.
16

17 3. The Settlement Agreement provides substantial value to the Settlement Class in
18 the form of cash payments.

19 4. Notice was provided to Settlement Class Members in compliance with the
20 Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The
21 notice: (a) fully and accurately informed Settlement Class Members about the Action and
22 Settlement Agreement; (b) provided sufficient information so that Settlement Class Members
23 could decide whether to accept the benefits offered, opt-out and pursue their own remedies,
24 or object to the settlement; (c) provided procedures for Settlement Class Members to submit
25 written objections to the proposed settlement, to appear at the hearing, and to state objections
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27
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1 to the proposed settlement; and (d) provided the time, date, and place of the Final Approval
2 Hearing.

3 5. A copy of the notice provided by Defendant pursuant to 28 U.S.C. § 1715(b)
4 has been filed, and the notice complies with the requirements of 28 U.S.C. § 1715(b).
5

6 6. Plaintiff and Class Counsel have fairly and adequately protected the Settlement
7 Class's interests, and the Parties have adequately performed their obligations under the
8 Settlement Agreement.

9 7. For the reasons stated in the Preliminary Approval Order, and having found
10 nothing that would disturb these previous findings, this Court finds and determines that the
11 proposed Settlement Class, as defined below, meets all of the legal requirements for class
12 certification, for settlement purposes only, under Federal Rule of Civil Procedure 23(a) and
13 (b)(3).
14

15 8. Under the Settlement Agreement, Class Counsel is permitted to seek Court
16 approval of a service award for the Class Representative. A service award to Plaintiff of
17 \$_____ is fair and reasonable in light of: (a) Plaintiff's risks in commencing
18 this Action; (b) the time and effort spent by Plaintiff in litigating this Action; and (c) Plaintiff's
19 public interest service.
20

21 9. Under the Settlement Agreement, Class Counsel is permitted to seek Court
22 approval of an award of attorneys' fees and reimbursement of documented and reasonable
23 expenses and costs. Having considered the motion and considering the percentage of the fund,
24 lodestar cross-check, the quality of representation provided and the results obtained, as well
25 as a number of other factors, Class Counsel is awarded attorneys' fees of \$_____,
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1 and reimbursement of costs and expenses of \$_____, representing fair and
2 reasonable compensation and reimbursement for Class Counsel's efforts in investigating,
3 litigating, and settling this action.

4 10. All payments of attorneys' fees and reimbursement of expenses to Class
5 Counsel in this action shall be made from the Settlement Fund, and the Released Parties shall
6 have no liability or responsibility for the payment of Class Counsel's attorneys' fees or
7 expenses.
8

9 IT IS ORDERED THAT:

10 Settlement Class Members. The Settlement Class is certified as a class of: All persons
11 in the United States (1) to whom American Express placed a call (2) directed to a number
12 assigned to a cellular telephone service, but not assigned to a person with an account with
13 American Express, (3) in connection with which an artificial or prerecorded voice was used,
14 (4) from March 13, 2019 through July 11, 2025. Excluded from the Settlement Class are all
15 judges assigned to the Action and their clerks and staff.
16

17 Binding Effect of Order. This Order applies to all claims or causes of action settled
18 under the Settlement Agreement and binds all Settlement Class Members, including those who
19 did not properly request exclusion under the Preliminary Approval Order. This Order does
20 not bind persons or entities who submitted timely and valid requests for exclusion.
21

22 Release. Plaintiff and all Settlement Class Members who did not properly request
23 exclusion are deemed to have completely released and forever discharged the Released Parties
24 for the Released Claims. The full terms of the release described in this paragraph are set forth
25 in the Settlement Agreement and are specifically incorporated herein by this reference.
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Class Relief. The Settlement Administrator is further directed to issue payments according to the terms and timeline stated in the Settlement Agreement.

Miscellaneous. No person or entity shall have any claim against Defendant, Defense Counsel, the Released Parties, Plaintiff, the Settlement Class Members, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with the Settlement Agreement.

Court's Jurisdiction. Pursuant to the Parties' request, the Court will retain jurisdiction over the action and the Parties for all purposes related to this settlement.

IT IS SO ORDERED, this ____ day of _____, _____.

UNITED STATES DISTRICT JUDGE