Exhibit B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

Jenae Knox, *on behalf of herself and others similarly situated*, Plaintiff, v. Maximus Education, LLC, dba Aidvantage, Defendant.	)	Case No: 2:25-cv-00121-RAH-JTA

(PROPOSED) ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

This Court is advised that the parties to this Telephone Consumer Protection Act ("TCPA") action, Jenae Knox ("Plaintiff") and Maximus Education, LLC, dba Aidvantage ("Defendant"), through their respective counsel, have agreed, subject to this Court's approval and following notice to the settlement class members and a hearing, to settle the above-captioned lawsuit ("Lawsuit") upon the terms and conditions set forth in the parties' class action settlement agreement ("Agreement"), which Plaintiff filed with this Court:

Based on the Agreement and all of the files, records, and proceedings in this matter, and upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and a hearing should and will be held on **[date]**, after notice to the settlement class members, to confirm that the settlement is fair, reasonable, and adequate, and to determine whether a final order and judgment should be entered in this Lawsuit:

IT IS HEREBY ORDERED:

This Court has jurisdiction over the subject matter of the Lawsuit and over all settling

parties.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant will cause to be served written notice of the class settlement on the United States Attorney General and the Attorneys General of each state in which any settlement class member resides.

This Court preliminarily certifies this case as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the following settlement class:

> All persons throughout the United States (1) to whom Maximus Education, LLC, dba Aidvantage placed or caused to be placed a call, (2) directed to a telephone number assigned to a cellular telephone service, but not assigned to a current or former Maximus Education, LLC, dba Aidvantage customer or accountholder, (3) in connection with which Maximus Education, LLC, dba Aidvantage used or caused to be used an artificial or prerecorded voice, (4) from February 12, 2021 through September 26, 2025.

This Court appoints Plaintiff as the representative for the settlement class, and appoints Aaron D. Radbil of Greenwald Davidson Radbil PLLC ("GDR") as class counsel for the settlement class.

This Court preliminarily finds, for settlement purposes, that this action satisfies the applicable prerequisites for class action treatment under Rule 23, namely:

A. The settlement class is so numerous that joinder of all members is impracticable:

Rule 23(a) requires that a class must be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "Although the number of class members needed to satisfy this rule is no[t] fixed[,] . . . generally . . . more than forty [is] adequate." *Sos v. State Farm Mut. Auto. Ins. Co.*, No. 21-11769, 2023 WL 5608014, at *16 (11th Cir. Aug. 30, 2023). But "[i]t is not necessary that the precise number of class members be known." *Fuller v. Becker & Poliakoff, P.A.*, 197 F.R.D. 697, 699 (M.D. Fla. 2000). Rather, plaintiffs may "make reasonable estimates with

support as to the size of the proposed class." *Id*. And "[t]he Court is given discretion to make assumptions when determining the numerosity of a class." *Id*.

From February 12, 2021 through September 26, 2025, Defendant placed artificial or prerecorded voice calls to approximately 32,188 cellular telephone numbers that it dispositioned as wrong numbers, or the like. Joinder of all settlement class members is therefore impracticable in this case.

B. Common questions exist as to each settlement class member:

Rule 23(a)(2) requires the existence of common questions of law or fact. *See* Fed. R. Civ. P. 23(a)(2). The burden "to satisfy this requirement [i]s a low hurdle." *Sos*, 2023 WL 5608014, at *16. And "[n]ot all factual or legal questions raised in the litigation need be common so long as at least one issue is common to all class members." *Fuller*, 197 F.R.D. at 700. That is, "[a] sufficient nexus is established if the claim or defenses of the class and the class representatives arise from the same event or pattern or practice and are based on the same legal theory." *Id*.

Courts have held that, whether Defendant used a prerecorded voice in connection with the calls at issue is a question common to the proposed class. For example, the court in *Knapper v. Cox Commc'ns, Inc.*, 329 F.R.D. 238, 242 (D. Ariz. 2019), concluded that "whether Defendant used a[] . . . prerecorded voice to allegedly call the putative class members would produce an answer that is central to the validity of each claim in one stroke." Additionally, the court in *Knapper* held that, if each member of the proposed class suffered the same injury and is entitled to the same statutorily mandated relief, there exists another common question. *See id*. What's more, the court in *Knapper* held that whether liability attaches to wrong-number calls is a question common to the proposed class. *See id.* Questions of law and fact in this case are therefore common to all members of the class.

C. Plaintiff's claims are typical of the claims of the settlement class members:

"Class certification also requires that the claims of the named plaintiff be typical of the claims of the class." *Fuller*, 197 F.R.D. at 700. "Typicality is satisfied where the named plaintiff possess[es] the same interest and suffer[ed] the same injury as the [unnamed] class members." *Sos*, 2023 WL 5608014, at *17. "This alignment of interests and injuries exists if the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory." *Id*. "Typicality, however, does not require identical claims or defenses." *Id.* "And [d]ifferences in the amount of damages will not defeat typicality, nor will [a] factual variation[,] . . . unless the factual position of the representative markedly differs from that of other members of the class." *Id.*

Plaintiff and members of the settlement class were similarly harmed by Defendant's common practice of delivering artificial or prerecorded voice messages to persons who were not Defendant's customers or accountholders. Plaintiff, therefore, possesses the same interests, and seeks the same relief, as do members of the settlement class. Correspondingly, Plaintiff's claims are typical of the claims of members of the settlement class. As well, that the subject calls Defendant placed to Plaintiff and class members were wrong-number calls makes Plaintiff's claims typical.

D. Plaintiff and class counsel will fairly and adequately protect the interests of all settlement class members:

"Federal Rule of Civil Procedure 23(a)(4) requires that the named plaintiffs provide fair and adequate protection for the interests of the class." *Fuller*, 197 F.R.D. at 700. "This adequacy of representation analysis encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the

representatives will adequately prosecute the action." *Valley Drug Co. v. Geneva Pharms., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

Here, Plaintiff has protected the interests of settlement class members. She has been involved in this matter. She has communicated regularly with her counsel. And she is prepared to make all necessary decisions involving this case with settlement class members' best interests in mind.

As well, Plaintiff retained Greenwald Davidson Radbil PLLC ("GDR"), a firm competent in class action litigation, including under the TCPA. Indeed, courts have not only appointed GDR as class counsel in dozens of consumer protection class actions in the past few years alone, but many have also taken care to highlight GDR's wealth of experience and skill. And GDR has, and will continue to vigorously protect the interests of members of the proposed class. Considering this, Plaintiff and GDR will fairly and adequately protect the interests of the members of the class.

E. Questions common to settlement class members predominate over any questions affecting only individual members:

Rule 23(b)(3) requires "that questions of law or fact common to class members predominate over any questions affecting only individual members[.]" Fed. R. Civ. P. 23(b)(3). "The requirement that common questions of law or fact predominate means the issues in the class action that are subject to generalized proof . . . must predominate over those issues that are subject only to individualized proof." *Herman v. Seaworld Parks & Ent., Inc.*, 320 F.R.D. 271, 295 (M.D. Fla. 2017). "[I]t is not necessary that all questions of fact or law be common, but only that some questions are common and that they predominate over individual questions." *Id*.

Relevant, then, is that "[t]o state a claim under the TCPA for calls made to a cellular phone, a plaintiff must allege that: (1) a call was made to a cell or wireless phone, (2) by the use

of any automatic dialing system or an artificial or prerecorded voice, and (3) without prior express consent of the called party." *Augustin v. Santander Consumer USA, Inc.*, 43 F. Supp. 3d 1251, 1253 (M.D. Fla. 2012). A TCPA defendant, of course, "bears the burden of establishing prior consent." *Id*. Here, common issues regarding use of artificial or prerecorded messages will predominate over individualized factual questions regarding particular class members in this case.

F. A class action is superior to other available methods for the fair and efficient adjudication of this matter:

Rule 23(b)(3) also requires that a district court determine that "a class action is superior to other available methods for the fair and efficient adjudication of the controversy." Fed. R. Civ. P. 23(b)(3). In determining whether a class action is superior, a court may consider the interest of members of the class in individually controlling the prosecution or defense of separate actions; the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and the difficulties likely to be encountered in the management of a class action. *Id*.

Litigating the TCPA claims in this case as part of a class action is superior to litigating them in successive individual lawsuits. Other courts have similarly found that, in appropriate circumstances, a TCPA class action can be superior to individual actions. *See, e.g.*, *Knapper*, 329 F.R.D. at 247 ("The Court is persuaded that putative class members who would ultimately become part of the class would have little incentive to prosecute their claims on their own. Should individual putative class members choose to file claims on their own, given the potential class size and the relatively small amount of statutory damages for each case, individual litigation would not promote efficiency or reduce litigation costs. . . . Therefore, the Court finds that a class action is a

superior method to adjudicate this matter."); *see also Palm Beach Golf Center-Boca, Inc. v. Sarris*, 311 F.R.D. 688, 699 (S.D. Fla. 2015) ("[T]he Court finds that a class action is superior to other methods for adjudicating the putative class members' TCPA claims.").

As well, no one settlement class member has an interest in controlling the prosecution of this action. Simply, the claims of all members of the settlement class are identical, as they arise from the same standardized conduct, and they result in uniform damages calculated on a per-violation basis. Other courts have reached similar conclusions under their facts. *See, e.g.*, *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-CV-2424-T-23JSS, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) ("This class action, which resolves the controversy more fairly and efficiently than a series of individual actions, satisfies Rule 23(b)(3)'s superiority requirement. Because the TCPA permits a maximum award of $500 absent a willful violation, each class member lacks a strong financial interest in controlling the prosecution of his action.").

Furthermore, absent a class action, thousands of claims like Plaintiff's—all of which stem from Defendant's conduct—may go un-redressed, as some courts have recognized. Other courts have reached similar conclusions after accounting for their facts. For example, the court in *Siding & Insulation Co. v. Beachwood Hair Clinic, Inc.*, 279 F.R.D. 442, 446 (N.D. Ohio 2012), stated: "Under the TCPA, each individual plaintiff is unlikely to recover more than a small amount (the greater of actual monetary loss or $500). Individuals are therefore unlikely to bring suit against [the defendant], which makes a class action the superior mechanism for adjudicating this dispute." And the court in *Green v. Serv. Master On Location Servs. Corp.*, No. 07 C 4705, 2009 WL 1810769, at *3 (N.D. Ill. June 22, 2009), found that "resolution of the issues [under the TCPA] on a classwide basis, rather than in thousands of individual lawsuits (which in fact may never be brought because of their relatively small individual value), would be an efficient use of both

judicial and party resources."

A class action is therefore the superior method to adjudicate all aspects of this controversy.

This Court also preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members, when considering, in their totality, the following factors: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the plaintiff's success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *Leverso v. SouthTrust Bank of AL., N.A.*, 18 F.3d 1527, 1530 (11th Cir. 1994).

This Court also considered the following factors in preliminarily finding that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members:

(A) whether Plaintiff and class counsel have adequately represented the class;

(B) whether the proposal was negotiated at arm's length;

(C) whether the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) whether the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

A third-party settlement administrator Kroll Settlement Administration LLC ("Kroll")—will administer the settlement and distribute notice of the settlement to the settlement class members. Kroll will be responsible for mailing the approved class action notices and settlement checks to the settlement class members. All reasonable costs of notice and administration will be paid from the $3,000,000 common fund.

This Court approves the form and substance of the proposed notice of the class action settlement, which includes the postcard notice, the detachable claim form, and the question-and-answer notice to appear on the dedicated settlement website.

The proposed notice and method for notifying the settlement class members of the settlement and its terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. *See* Fed. R. Civ. P. 23(c)(2)(B); Manual For Complex Litigation § 21.312; *see also Bonoan v. Adobe, Inc.*, No. 3:19-CV-01068-RS, 2020 WL 6018934, at *2 (N.D. Cal. Oct. 9, 2020) ("This Court approves the form and substance of the proposed notice of the class action settlement, which includes postcard notice, publication notice, a physical claim form, and the question-and-answer notice and online claim form, which will appear on the dedicated settlement website.").

This Court additionally finds that the proposed notice is clearly designed to advise the settlement class members of their rights.

In accordance with the Agreement, the settlement administrator will mail the notice to the settlement class members as expeditiously as possible, but in no event later than 30 days after this

Court's entry of this order, *i.e.*, **[date]**.

Any settlement class member who desires to be excluded from the settlement must send a written request for exclusion to the settlement administrator with a postmark date no later than 75 days after this Court's entry of this order, *i.e.*, no later than **[date]**. To be effective, the written request for exclusion must state the settlement class member's full name, address, telephone number called by Defendant demonstrating membership in the settlement class, and a clear and unambiguous statement demonstrating a wish to be excluded from the settlement, such as "I request to be excluded from the settlement in the *Knox v. Maximus Education, LLC, dba Aidvantage* action." A settlement class member who requests to be excluded from the settlement must sign the request personally, or, if any person signs on the settlement class member's behalf, that person must attach a copy of the power of attorney authorizing that signature. A settlement class member may exclude himself or herself on an individual basis only. "Mass" or "class" opt-outs, whether submitted by third parties on behalf of a "mass" or "class" of settlement class members or multiple settlement class members are not allowed, and will not be permitted by the Court.

Any settlement class member who submits a valid and timely request for exclusion will not be bound by the terms of the Agreement. Any settlement class member who fails to submit a valid and timely request for exclusion will be considered a settlement class member and will be bound by the terms of the Agreement.

Any settlement class member who intends to object to the fairness of the proposed settlement must file a written objection with this Court within 75 days after this Court's entry of this order, *i.e.*, no later than **[date]**. Further, any such settlement class member must, within the same time period, provide a copy of the written objection to:

Aaron D. Radbil
Greenwald Davidson Radbil PLLC
5550 Glades Road
Suite 500
Boca Raton, FL 33431

Ryan DiClemente
Matthew Knepper
Husch Blackwell LLP
1801 Pennsylvania Avenue, NW
Suite 1000
Washington, DC 20006-3606
ryan.diclemente@huschblackwell.com
Matt.knepper@huschblackwell.com

United States District Court for the Middle District of Alabama
Frank M. Johnson Jr. Courthouse
One Church Street
Montgomery, AL 36104

To be effective, a notice of intent to object to the settlement must include the settlement class member's:

a. Full name;

b. Address;

c. Telephone number to which Defendant placed a subject artificial or prerecorded voice call from February 12, 2021 through September 26, 2025, to demonstrate that the objector is a member of the settlement class;

d. Statement of the objection;

e. Description of the facts underlying the objection;

f. Description of the legal authorities that support each objection;

g. Statement noting whether the objector intends to appear at the fairness hearing;

h. List of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony;

i. List of exhibits that the objector intends to present at the fairness hearing; and

j. Signature from the settlement class member.

Any settlement class member who has timely filed an objection may appear at the final fairness hearing, in person or by counsel, to be heard to the extent allowed by this Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the proposed settlement, and on the application for an award of attorneys' fees, costs, and litigation expenses.

Any objection that includes a request for exclusion will be treated as an exclusion and not an objection. And any settlement class member who submits both an exclusion and an objection will be treated as having excluded himself or herself from the settlement, and will have no standing to object.

If this Court grants final approval of the settlement, the settlement administrator will mail a settlement check to each settlement class member who submits a valid, timely claim.

This Court will conduct a final fairness hearing on **[date]**, at the United States District Court for the Middle District of Alabama, Frank M. Johnson Jr. Courthouse, One Church Street, Montgomery, AL 36104, to determine:

A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 23;

B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members and should be approved by this Court;

C. Whether a final order and judgment, as provided under the Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the released claims against the released parties; and

D. To discuss and review other issues as this Court deems appropriate.

Attendance by settlement class members at the final fairness hearing is not necessary. Settlement class members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement class members wishing to be heard are, however, required to appear at the final fairness hearing. The final fairness hearing may be postponed, adjourned, transferred, or continued without further notice to the class members.

Memoranda in support of the proposed settlement must be filed with this Court no later than thirty days before the final fairness hearing *i.e.*, no later than **[date]**. Opposition briefs to any of the foregoing must be filed no later than fourteen days before the final fairness hearing, *i.e.*, no later than **[date]**. Reply memoranda in support of the foregoing must be filed with this Court no later than seven days before the final fairness hearing, *i.e.*, no later than **[date]**.

Memoranda in support of any petitions for attorneys' fees and reimbursement of costs and litigation expenses by class counsel must be filed with this Court no later than thirty-five days before the deadline for settlement class members to object to, or exclude themselves from, the settlement (forty days after this Court's entry of this Order), *i.e.*, no later than **[date]**. Opposition briefs to any of the foregoing must be filed no later than seventy-five days after entry of this Order, *i.e.*, no later than **[date]**. Reply memoranda in support of the foregoing must be filed with this Court no later than fourteen days after the deadline for settlement class members to object to, or exclude themselves from, the settlement, *i.e.*, no later than **[date]**.

The Agreement and this order will be null and void if any of the parties terminates the Agreement per its terms. Certain events described in the Agreement, however, provide grounds for terminating the Agreement only after the parties have attempted and completed good faith negotiations to salvage the settlement but were unable to do so.

If the Agreement or this order are voided, then the Agreement will be of no force and effect,

and the parties' rights and defenses will be restored, without prejudice, to their respective positions as if the Agreement had never been executed and this order never entered.

This Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Agreement.

This Court sets the following schedule:

[Date]:	Order Preliminarily Approving the Settlement Entered
[Date]:	Defendant to fund Settlement Fund (thirty days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Notice Sent (thirty days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Attorneys' Fees Petition Filed (forty days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Opposition to Attorneys' Fees Petition (seventy-five days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Deadline to Submit Claims, Send Exclusion, or File Objection (seventy-five days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Reply in Support of Attorneys' Fees Petition (fourteen days after the deadline for settlement class members to submit claims, object to, or exclude themselves from, the settlement)
[Date]:	Motion for Final Approval Filed (thirty days before final fairness hearing)
[Date]:	Opposition to Motion for Final Approval Filed (fourteen days before final fairness hearing)
[Date]:	Class Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms, and state the number of claims, objections, and opt outs, if any (ten days prior to Final Fairness Hearing)

[Date]:	Reply in support of Motion for Final Approval (seven days before final fairness hearing)
[Date]:	Responses to any objection to the settlement (seven days before final fairness hearing)
[Date]:	Final Fairness Hearing

IT IS SO ORDERED.

Dated:

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UNITED STATES DISTRICT COURT JUDGE