# Connect Claims Company - Claims Recovery Specialists

399 Darlington Avenue Ramsey NJ 07446

"Charvat v. Carnival et al., Case No. 1:12-cv-5746 Class Action Litigation"

### WHO IS ELIGIBLE?

IF YOU RECEIVED A ROBO- CALL OFFERING YOU A FREE CRUISE ON CARNIVAL, ROYAL CARRIBEAN, OR NORWEGIAN CRUISE LINES FROM RGM INC. between July 2009 and March 2014, you may be eligible to receive your share of the settlement, up to \$900.

You are included in the Settlement as a Settlement Class Member if you were the owner, subscriber, or user of a residential or cellular telephone line that received pre-recorded telemarketing calls between July of 2009 and March of 2014 that were initiated by Resort Marketing Group (RMG) during which you were offered a free cruise with Carnival, Royal Caribbean and Norwegian cruise lines and your phone number is contained in the call records produced by RMG in this case.

### IF YOU DO NOT REMEMBER WE WILL RESEARCH AND FIND OUT

Fill out the attached form and we will confirm your eligibility in this closed class action and if applicable make sure you get your share. You have nothing to lose, CCC-CRS only gets paid a percentage if we are successful recovering for you.

The Call Records contain all phone numbers that RMG used to initiate pre-recorded telemarketing calls to promote its business. Any person submitting a claim with a telephone number not found in the records of RMG is ineligible for distribution from the settlement fund.

## BACKGROUND:

The Plaintiffs in this settlement allege that Resort Marketing Group, Inc. (RMG) violated the Telephone Consumer Protection Act, or TCPA, when they made automated telephone calls to consumers to offer a free cruise with Carnival Corporation & PLC (Carnival), Royal Caribbean Cruises, Ltd. (Royal Caribbean), and NCL (Bahamas), Ltd. (Norwegian) (collectively Cruise Defendants).

## **SETTLEMENT:**

Min. \$7,000,000.00 with max of \$12,500,000.00

#### **DEADLINE** to file:

November 3, 2017.

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On this, the	day of	2017,		,
and its offiliates	located at		(Name)	
and its affiliates	, iocated at		(Address)	,

(Client) and Connect Claims Company-Claims recovery specialists (CCC-CRS) agree as follows with respect to any recoveries made related to a class action involving the Charvat v. Carnival et al., Case No. 1:12-cv-5746, Class action settlement, pending in the United States District Court for the Northern District of Illinois.

**Relationship:** The Client appoints CCC-CRS as exclusive recovery agent with full assignment authority to prepare and submit Clients present and subsequent claims related to the settlement(s).

Responsibilities: CCC-CRS agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Client. The Client has been informed of its right to file claims on its own behalf, but has decided to hire CCC-CRS to file any and all claims for settlement. Consent to Attain Records: The Client hereby authorizes CCC-CRS to request, gather and/or copy all necessary documentation to complete all claims. Roles: The parties understand and agree that with respect to CCC-CRSs duties and authority: (a) CCC-CRS is not providing the Client with legal representation and is not practicing law; (b) CCC-CRS will only investigate, collect, and submit documentation concerning the Clients claims for settlement. Construction and Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of New Jersey as an agreement executed and to be performed entirely therein without references to principals of conflict of law. The parties agree hereby to submit any disputes hereunder to the jurisdiction of the courts of The State of New Jersey. Compensation, Distribution and Payment: In consideration of the performance of the duties set forth above, the Client agrees to pay CCC-CRS a contingency fee of fifty percent (50%) of all proceeds received as payment for each and every claim filed pursuant to and arising from any settlement(s) reached in the above referenced litigation. CCC-CRS is only entitled to compensation if it is successful in recovering a refund for the Client. The Client agrees that any and all proceeds shall be paid directly to CCC-CRS by the claims administrator. CCC-CRS will deposit said proceeds into its bank account, and disburse to the Client its recovery less CCC-CRSs compensation.

**Confidentiality:** The information about the Client which is provided by the Client, or is obtained by CCC-CRS through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. CCC-CRS will use such information solely for the purpose of filing claims on behalf of the Client in this and all related class action settlements, and not for any other purpose. Following the completion of the claims process and upon payment for services rendered, CCC-CRS will destroy any and all information about the Client except for one archival copy that it may keep for its records.

**Multiple Entities and Locations** (if applicable): This Agreement covers the Client and all of its subsidiaries, affiliates, and related entities and locations, described in part in Multiple Locations Form. The parties hereto have read, acknowledge, accept and agree to the terms & conditions of this Agreement. By signing this document you are attesting to the fact that you have the authority to enter into this Agreement.

## **Connect Claims Company**

<mark>X</mark> _	(Authorized Signature)		(Account Executive Signature)	(Cor	nnect Claims & Co. Authorized Signature)
X	(Authorized- Print name)		(Account Executive- Print name)		Jordan Plasker (Connect Claims & Co. Print name)
X	Title of Signer	X	Phone numbers solicited	X	email address of contact

I affirm that I was an owner, user or subscriber to the numbers listed above between July 2009 and March 2014, and I received telephone call(s) on this number from a third party using a pre-recorded or robotic voice to offer a free cruise with Carnival, Royal Caribbean or Norwegian Cruise Lines as a promotion.

I declare, under penalty of perjury under the laws of the State in which this Affirmation is executed and the United States of America that I believe I am a member of the Settlement Class and that the information I am providing above is true to the best of my knowledge.