

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CAROLE DICKSON,

individually and on behalf of others similarly
situated,

Plaintiff,

v.

LEAFFILTER NORTH LLC,

Defendant.

Case No. 2025-005897-CA-01

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: Plaintiff Carole Dickson (“Plaintiff” or “Class Representative”), on behalf of herself and the Settlement Class, and Defendant LeafFilter North, LLC (“Defendant”). Plaintiff and Defendant will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, Plaintiff filed a Class Action Complaint (the “Action”) on behalf of herself and a putative class in the lawsuit styled *Dickson v. LeafFilter North, LLC.*, in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, which asserts claims under the Telephone Consumer Protection Act (“TCPA”).¹

WHEREAS, Plaintiff alleges that she and members of the class received phone calls from Defendant, which allegedly harmed them and the class (the “Allegations”);

WHEREAS, Plaintiff alleges that, as a result of the Allegations, she and other similarly situated individuals are entitled to declaratory and injunctive relief, statutory damages, attorneys’ fees, and costs;

WHEREAS, the Parties, Plaintiff’s counsel and Defendant’s counsel, ultimately reached an agreement in principle to resolve the claims raised in the Action;

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Class and appoint her as Class Representative and her lawyers—Michael Eisenband of Eisenband Law, P.A. and Manuel S. Hiraldo of Hiraldo, P.A. — as Class Counsel in this case;

¹ The Action was originally filed in the District of Oregon on July 30, 2024, Case No. 24-cv-01227. On September 13, 2024, the Action was then transferred to the Northern District of Ohio, Case No. 24-cv-01578. The Action was dismissed from the Northern District of Ohio on March 21, 2025. The Action was refiled in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida on April 2, 2025.

WHEREAS, based on their investigation and discovery in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to, and in the best interest of, the Settlement Class;

WHEREAS, Plaintiff, on behalf of herself and as the representative of the Settlement Class, and Defendant desire to resolve the dispute between them;

WHEREAS, Plaintiff, on behalf of herself and as the representative of the Settlement Class, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representative and to the Settlement Class. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, has taken into account the uncertainty and risks inherent in this Action, and has determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and/or dismissed on the merits and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

I. DEFINITIONS

In addition to the terms defined above and at other places in this Agreement, the following defined terms have the meaning set forth below:

A. “Administrator” means RG/2 Claims Administration LLC which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a)

arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement, if any; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee and Defendant's counsel; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administering this Agreement as set forth herein, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally.

B. "Agreement" or "Settlement" or "Settlement Agreement" means this Settlement Agreement and Release and all attachments and exhibits hereto.

C. "Attorneys' Fees and Expenses" means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for all attorneys' fees, costs and expenses of any kind incurred by Plaintiff or Class Counsel in connection with the Action.

D. "Claim" means a written request for a Claim Settlement Payment submitted by a Settlement Class Member to the Administrator.

E. "Claim Deadline" means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be postmarked or submitted through the Settlement Website, which shall occur no later than sixty (60) days after the Class Notice is postmarked. All Claims postmarked or submitted through the Settlement Website on or before the Claim Deadline shall be timely, and all Claims postmarked or submitted

electronically after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

F. “Claim Form” means the form attached as **Exhibit 1** to this Agreement and/or as ultimately approved by the Court.

G. “Claim Settlement Check” means the check containing the Claim Settlement Payment for each Settlement Class Member who submits a valid and timely Claim.

H. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who submit a valid, properly completed and timely Claim Form to the Administrator, and who qualify for such relief under this Agreement.

I. “Class Counsel” means: Michael Eisenband, Eisenband Law, P.A., 515 E Las Olas Blvd., Ste 120, Fort Lauderdale FL 33301; and Manuel S. Hiraldo, Hiraldo, P.A., 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301.

J. “Class Notice” or “Notice Program” means the program of notice described in this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement.

K. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as no later than 30 days after Preliminary Approval.

L. “Class Period” means the time period from June 21, 2023 through the date of preliminary approval.

M. “Confidential Information” means proprietary or commercially sensitive information or personal information and information subject to state and federal privacy laws that

the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator.

N. “Counsel for Defendant” means: Nora Cook Esq., Benesch Friedlander Coplan & Aronoff LLP, 127 Public Sq. Suite 4900 Cleveland, OH 44114 and Jordan S. Kosches Esq., Gray Robinson, P.A., 333 SE 2nd Ave, Suite 3200, Miami, Florida 33131.

O. “Court” means the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

P. “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

Q. “Effective Date” means the day this Settlement becomes Final.

R. “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

S. “Final” or “Finally Approved” or “Final Approval” of this Agreement means the later of the date that (i) the time has run for any appeals from the Final Approval Order or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement.

T. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 2**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Florida Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for Attorneys’ Fees and Expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

U. “Long-Form Notice” means the notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 3** to this Agreement.

V. “Notice” means the postcard that will be sent by the Administrator to those who appear on the Class List, in substantially the form attached as **Exhibit 4** to this Agreement.

W. “Notice and Administrative Costs” means the reasonable costs and expenses of disseminating the Class Notice in accordance with this Agreement and the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mail addresses for Settlement Class Members, sending the Notice, implementing the Settlement Website, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments. These costs shall be capped at \$50,000, after which point the Notice and Administration costs shall be borne by Class Counsel.

X. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than forty-five (45) days after the Class Notice Date.

Y. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to the Administrator for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than forty-five (45) days after the Class Notice Date.

Z. “Preliminary Approval Order” means an order to be entered by the Court certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 5**, without material change.

AA. “Released Claims” as to Plaintiff and the Settlement Class, means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each Settlement Class Member may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been asserted in the Action (whether in state or federal court) which relate to text messages or phone calls or any other form of communication sent by, from, and/or on behalf of LeafFilter North, LLC, including but not limited to claims for any alleged TCPA violation or violation of any other telephone or telemarketing-related federal, state or local law, regulation or ordinance, and claims

that in any way relate to automated text messages or phone calls (e.g., those made using automated dialing technology and/or artificial or prerecorded voice, those made in alleged violation of the National Do Not Call Registry or similar state law registries, or to those on an internal do-not-call list and/or those that purportedly invaded recipients' privacy).

BB. "Released Parties" means Defendant and each of Defendant's affiliates, agents, vendors, lead generators, service providers, suppliers, employees, subsidiaries, direct and indirect parents, predecessors, successors, parents, co-venturers, divisions, joint ventures and assigns, as well as each of those entities' or persons' past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, including but not limited to underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, and assigns.

CC. "Request for Exclusion" means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

DD. "Service Award" means any approved payment to the Class Representative.

EE. "Settlement" or "Agreement" means the settlement set forth in this Agreement.

FF. "Settlement Class" means all members of the class of persons in this Action that will be certified by the Court for settlement purposes as follows:

Settlement Class: All persons in the United States who (i) visited the website <https://www.allstarpros.com> between June 21, 2023 and October 31, 2023, (ii) submitted a phone number on the website <https://www.allstarpros.com>, (iii) did not submit a request to receive information relating to gutters, and (iv) received a telephone call from Defendant.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the

officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

GG. "Settlement Class Claimant" means any Settlement Class Member who submits a valid and timely Claim in accordance with this Agreement.

HH. "Settlement Class Data" or "Class List" means data relating to approximately 5,000 persons who according to Defendant's records are Settlement Class Members. The Class List shall be treated as Confidential Information and governed by an appropriate protective order. Defendant will provide the Class List to counsel for Plaintiff no later than thirty (30) days after this Agreement is signed by all parties.

II. "Settlement Class Member(s)" means any member of the Settlement Class.

JJ. "Settlement Cap" means the total maximum amount that Defendant has agreed to make available, as described in Section II.B.1., to cover the Claim Settlement Payments, Notice and Administrative Costs (except as set forth in Section I.W and III.A) all Attorneys' Fees and Expenses, and any Service Award in settlement in full of this Action. Defendant need not segregate funds or otherwise create special accounts to hold the Settlement Cap and will not relinquish control of any money until payments are due as set forth in the Settlement Agreement. The parties agree that undistributed funds—that is, funds not used to pay the Claim Settlement Payments, Notice and Administrative Costs, Service Award, and Attorneys' Fees and Expenses—and uncashed checks will remain with Defendant.

KK. "Settlement Website" means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant's conditional agreement is contingent on (i) the Parties' execution of this Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Florida Rules of Civil Procedure, Florida Rules of Evidence, and any applicable federal or state law or rule of civil procedure or evidence.

Defendant denies all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendant has agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges.

The Class Representative and Class Counsel agree that Defendant retains and reserves all of these rights and agree not to take a position to the contrary. If, for any reason, the settlement does not receive final, complete and non-appealable court approval, the case will be immediately

voluntarily dismissed and refiled in the United States District Court for the Northern District of Ohio. Defendant and its counsel agree that any of Plaintiff's previous dismissals will not be challenged by Defendant as a dismissal with prejudice or which would preclude Plaintiff's case from being refiled in the United States District Court for the Northern District of Ohio.

B. Settlement Class Relief

1. Claim Settlement Payments to Settlement Class

In consideration for the Releases set forth in this Agreement, Defendant shall provide the following relief:

Defendant shall make available up to **\$975,000** in cash (the "Settlement Cap") for payment of Claim Settlement Payments, Notice and Administrative Costs, Attorneys' Fees and Expenses and the Service Award. Defendant need not segregate funds or otherwise create special accounts to hold the Settlement Cap and will not relinquish control of any money until payments are due as set forth in the Settlement Agreement. The parties agree that undistributed funds—that is, funds not used to pay the Claim Settlement Payments, Notice and Administrative Costs, Service Award, and Attorneys' Fees and Expenses—and uncashed checks will remain with Defendant.

Settlement Class Members must submit a timely, valid, and verified Claim Form, by the Claim Deadline in the manner required by this Agreement, to receive a Claim Settlement Payment from the Settlement Cap.

Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator.

Each Settlement Class Member who submits a timely and valid claim form shall be paid a claim of no more than the amount equal to the Settlement Cap divided by the number of individuals

on the Class List, less each Settlement Class Member's pro rata share of the Notice and Administration costs, Attorney's Fees and Costs and Incentive Award. The timely and valid claims shall be paid from the Settlement Cap. For example, if the total of Notice and Administrative Costs, Attorneys' Fees and Expenses and Service Award approved by the Court constitutes 25% of the Settlement Cap, each Settlement Class Members' claim payments will be reduced by 25%.

Within 60 days after the Effective Date, the Administrator shall send, by first-class mail, a Claim Settlement Check to each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form. Checks will be valid for 60 days from the date on the check.

Except as provided in this Section and any Service Award, Defendant shall have no obligation to make any other or further payments to Plaintiff or to any Settlement Class Member.

2. Ongoing Compliance

Defendant also agrees to continue their ongoing commercially reasonable efforts to ensure compliance with the TCPA.

C. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant. Class Counsel shall give Defendant a minimum of four days to review the motion before it is filed. Class Counsel shall also give Defendant a minimum of four days to review its motion for final approval before it is filed.

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Plaintiff may petition the court, subject to court approval, for a Service Award which will be paid from the Settlement Cap of no more than \$7,500.00. To the extent the court does not

approve a Service Award or does not award the entirety of the requested amount, the reduced amount shall revert to Defendant. The non-approval of the amount requested by Plaintiff shall not be a basis to terminate the Agreement, and Plaintiff shall not appeal any reduction of the requested Service Award. Defendant shall provide to the Administrator the amount necessary to satisfy any Service Award within 14 days of the Effective Date. The Administrator shall pay any Service Award to Plaintiff within 21 days of the Effective Date.

2. Attorneys' Fees and Expenses

Class Counsel will request an award of Attorneys' Fees and Expenses, subject to court approval, of no more than \$302,250 to be paid from the Settlement Cap. To the extent the Court does not approve an attorneys' fee award or does not award the entirety of the requested amount, the reduced amount shall revert to Defendant. The non-approval of the amount requested by Class Counsel shall not be a basis to terminate the settlement, and Class Counsel shall not appeal any reduction of the requested Attorneys' Fees and Expenses. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation. Defendant shall provide to the Administrator the amount necessary to satisfy any award of Attorneys' Fees and Expenses within 14 days of the Effective Date. The Administrator shall pay any award of Attorneys' Fees and Expenses to Class Counsel within 21 days of the Effective Date.

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on RG/2 Claims Administration LLC as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of the Class

Notice, processing Claim Forms, receiving and maintaining on behalf of the Court and the Parties any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties agree is appropriate.

Within 14 days of the later of the entry of the Preliminary Approval Order or the entry of a protective order, Defendant shall provide the Class List to the Administrator, on the condition that the Administrator agrees to be bound by the protective order. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, or the Administrator. The Administrator will invoice Defendant directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendant pursuant to its standard billing schedule for incurred fees and expenses thereafter, or as otherwise agreed upon between the Administrator and Defendant. The Administrator will complete and provide to Defendant any W9 forms necessary for Defendant to pay for the Notice and Administrative Costs.

The Parties agree that Notice and Administrative Costs shall be paid from the Settlement Cap, by Defendant up to a cap of \$50,000 after which point the remaining Notice and Administrative costs shall be borne by Class Counsel.

B. Notice

1. Notice to the Settlement Class

The Class Notice shall consist solely of the notice detailed herein. Class Counsel and Defendant shall insert the correct dates and deadlines in the notice documents before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. The Class Notice shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. At Defendant's request, ownership of the Settlement Website URL shall be transferred to Defendant within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be 14 days following distribution of the Claim Settlement Checks, or such other date as Class Counsel and Defendant may agree upon in writing.

2. Notice

The Administrator shall send Notice to Settlement Class Members by first class U.S. Mail by the Class Notice Date. The Administrator shall review the Class List, utilize methods commonly used in the class administration industry to verify and/or update mailing addresses prior to sending the Notice. For any Notice returned as undeliverable, the Administrator shall use the National Change of Address database (the "NCOA") or skip-tracing in an attempt to obtain better addresses for such returned Notices, and should the NCOA or skip-tracing show a more current address, the Administrator shall make one additional attempt to send the returned Notice to the more current address. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the Notice Program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

3. Long-Form Notice

The Notice will contain the address for the Settlement Website, www.GutterTCPASettlement.com (or other website agreed upon by the Parties if this URL is not available). On the website, Settlement Class Members will find important documents and court filings, including the Long-Form Notice, which will contain more detail than the Notice. The Long Form Notice will be sent to all Settlement Class Members who contact the Administrator in writing or by telephone and request a copy.

4. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, with content and a URL mutually agreed upon by the Parties, which, among other things: (i) enables Settlement Class Members to access and download the Claim Form, (ii) provides contact information for the Administrator and Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement and the Notice; the Long-Form Notice, the Preliminary Approval Order; the Complaint; and, when available, the Final Approval Order. The Class Notice shall include the address (URL) of www.GutterTCPASettlement.com (or other website agreed upon by the Parties if this URL is not available) for the Settlement Website. The Administrator shall maintain the Settlement Website until 14 days following the distribution of Claim Settlement Checks. The Settlement Website shall have a portal where Claim Forms can be submitted.

5. IVR

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Administrator shall maintain the IVR (or similar) system until sixty (60) days following the Claim Deadline.

C. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a Claim, Settlement Class Members must correctly provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information: (a) Settlement Class Member's name, current address, telephone number, and e-mail address (if any); (b) Settlement Class Member's telephone number that received a phone call from Defendant; (c) an attestation that the phone number at issue was their number during the class period; and (d) an attestation that the Settlement Class Member meets the Settlement Class definition. The Claim must be submitted upon penalty of perjury.

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by submitting a claim on a date no later than the Claim Deadline. Claim Forms can be submitted electronically or by mail to the address provided on the Claim Form. For electronic claim submissions, the Administrator will implement appropriate security mechanisms to ensure claims are being filed by those who appear on the Class List, including, but not limited to, providing a telephone number on the Class List to access and submit a Claim Form. Any Settlement Class Member who does not submit an accurate and fully completed Claim Form by the Claim Deadline shall be deemed to have waived any Claim and any such Claim will be rejected. Only one Claim Form may be submitted per Settlement Class Member, regardless of how many calls were received by the Settlement Class Member. Claim Forms can be submitted via the Settlement Website or by mail to the Administrator.

3. Invalid Claims

Any Settlement Class Member who fails to submit a timely, accurate, and fully completed and correct, valid Claim Form shall not be entitled to receive a Settlement Claim Payment, but shall otherwise be bound by all of the terms in this Agreement, including the terms of the Final Approval Order and the Releases in this Agreement, and shall be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Parties concerning any Released Claims.

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; and that the Settlement Class Member is a member of the Settlement Class. Any Settlement Class Member's failure to provide any of the required affirmations or information shall result in the Claim being deemed invalid, and Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall not receive any incentive for denying claims. Valid claims will result in the Settlement Class Member being approved as a Settlement Class Claimant and entitled to a Settlement Class Payment. The Parties' counsel will be permitted to review and audit the list of accepted and rejected claims, and the submitted Claim Forms, for the purposes of objection.

Each Settlement Class Member who submits a timely and valid Claim Form shall be paid a Claim Settlement Payment of no more than the amount equal to the Settlement Cap divided by the number of individuals on the Class List, less each Settlement Class Member's pro rata share of the Notice and Administration costs, Attorney's Fees and Costs and Incentive Award, as explained herein. The timely and valid claims shall be paid from the Settlement Cap.

D. Opt-Out Rights

1. Opt-Out Requirements

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to the Administrator, at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the telephone number at which the person received the call(s) from or on behalf of Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Class."

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments, including the Final Approval Order, whether or not the Settlement Class Member files a timely and valid Claim. No mass or class opt-outs will be permitted.

A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

2. Opt-Outs Not Bound

Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or

be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

3. List of Requests for Exclusion

At least fourteen (14) days after the Opt-Out Deadline, the Administrator shall provide Class Counsel and Counsel for Defendant with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

4. All Settlement Class Members Bound By Settlement

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms, whether or not the Settlement Class Member files a Claim or a timely and valid Claim.

E. Objections

Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

1. Process

Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to Class Counsel and Counsel for Defendant, no later than the Objection Deadline.

2. Requirements

The requirements to assert a valid written objection shall be set forth in the Class Notice. To be valid, the written objection must include:

- a. the name of the Action;

- b. the objector's full name, address, and telephone number;
- c. an explanation of the basis on which the objector claims to be a Settlement Class Member, including the telephone number at which the call(s) at issue were received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or their counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- g. a copy of any orders related to or ruling on objections made by individuals or organizations represented by the objecting counsel or the objecting counsel's law firm that were issued by the trial and appellate courts in each case in which the objector's counsel and/or counsel's law firm have represented individuals or organizations that objected to a class action settlement within the preceding five (5) years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means. No mass or class objections will be permitted.

3. Appearance

Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

The Notice of Intention to Appear must include: (a) the case name and number; (b) the Settlement Class Member's name, address, telephone number, and signature, and, if represented by counsel, their contact information; (c) the telephone number where he or she received the call(s) from Defendant; and (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Class Notice and this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

4. Discovery From Settlement Class Members Who Object To The Settlement

The Parties shall have the right to take discovery consistent with the Florida Rules of Civil Procedure from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of court. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery consistent with the Florida Rules of Civil Procedure from the Settlement Class Member's counsel without further leave of court.

F. Funding & Distribution of The Settlement Cap and Claim Settlement Payment

1. Settlement Cap

As described herein, the Settlement Cap shall be used to provide the exclusive recovery and relief for the Settlement Class, any Notice and Administrative Costs (except as set forth in Section I.W and III.A), any Attorneys' Fees and Expenses and any Service Award. The Settlement Cap shall be the sole and exclusive monetary contribution or consideration paid or provided by Defendant under this Settlement Agreement and Defendant shall not, under any circumstance, be obligated to pay any additional amounts beyond the Settlement Cap. Any part of the Settlement Cap that is not used for Claim Settlement Payments, Notice and Administrative Costs, Attorneys' Fees and Expenses and any Service Award shall remain with Defendant, including any uncashed checks.

The Parties agree the Claim Settlement Payments are not wages, each Settlement Class Member will be solely responsible for correctly characterizing the Claim Settlement Payment for tax purposes, and for paying any taxes owed on this payment. The Parties also agree that the Service Award to Plaintiff is not wages and Plaintiff will be solely responsible for correctly characterizing the Service Award she actually receives for tax purposes and for paying any taxes owed on this payment.

2. Funding

From the Settlement Cap, Defendant, within 14 days after the Effective Date, shall fund (i) all amounts required by the Administrator for distribution of any Claim Settlement Payments to Settlement Class Claimants who submit timely and valid Claim Forms, (ii) any Attorneys' Fees and Expenses awarded by the Court and (iii) any Service Award awarded by the Court.

3. Distribution

The Administrator shall pay any Claim Settlement Payments to Settlement Class Claimants who submit timely and valid Claim Forms within 60 days after the Effective Date. The Attorneys' Fees and Expenses and Service Award awarded by the Court shall be paid by the Administrator within 35 days after the Effective Date.

G. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into, unless the defect is curable. The Parties agree to work in good faith for at least 14 days to remedy any defect and re-submit a proposed Settlement for preliminary or final approval, if such defect is curable. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement, subject to engaging in good faith effort to remedy any defect as stated in this Section, and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated

or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class.

If the Settlement does not receive final, complete, and non-appealable Court approval for any reason, Defendant shall not be obligated to make any payments or provide any monetary or non-monetary relief to Plaintiff or the Settlement Class Members, any Attorneys' Fees or Expenses to Class Counsel, or any Service Award to the Plaintiff.

H. Termination of Agreement

Either Party shall have the right in her or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court requires or makes any modifications to this Settlement, the Preliminary Approval Order or the Final Approval Order that are deemed by any Party to be material, except as stated herein, and which modifications are not mutually agreed to by the Parties; (2) an appellate court vacates or reverses the Final Approval Order; (3) the Effective Date does not occur for any reason; or (4) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs.

In the event opt-outs exceed 3% of the Settlement Class, Defendant may, at its election, unilaterally terminate this Agreement.

I. Retention of Records

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as Confidential Information.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Members; (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

B. Dismissal of Claims

The Parties agree that upon the Effective Date, the Action shall be dismissed with prejudice in accordance with the Final Approval Order and judgment shall be entered.

C. Continuing Jurisdiction of Court

The Court shall retain exclusive and continuing jurisdiction over this Action, the Parties, and this Agreement, with respect to the performance of the terms and conditions of this Agreement (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

V. RELEASES

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims. The Class Representatives, the Settlement Class, and each Settlement Class Member expressly waive and relinquish all rights which they may have under Section 1542 of the California Civil Code or any similar statute of any state or the United States. Section 1542 reads as follows:

A general release does not extend to claims that 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.

The Class Representative, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all claims that she may have against any of the Released Parties.

Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or

proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Plaintiff and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

Plaintiff represents and warrants that: (a) she is the sole and exclusive owner of her own Released Claims; (b) she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) she will not assign or otherwise transfer any interest in any of the Released Claims; and (d) she, to the best of her knowledge, has no

surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

Class Counsel represent and warrant that they know of no other persons with claims against Defendant who are not included in the Settlement Class and whose claims will not be released upon the Effective Date of this Agreement.

VII. MISCELLANEOUS PROVISIONS

A. Receipt of Advice of Counsel

Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

B. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

C. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

D. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of herself or the Settlement Class, against Defendant. Defendant expressly denies and disclaims any liability or

wrongdoing as to the Class Representative and the Settlement Class, and denies that class certification would have been appropriate in an adversarial context. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except the Agreement may be used for purposes of enforcement of the Agreement's terms. This Agreement may also be used by the Released Parties as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without further notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements,

representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

H. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

I. Costs

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

K. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

L. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision

to the extent necessary to make it valid, legal, and enforceable, if mutually agreed upon by the Parties. In any event, such provision shall, if mutually agreed upon, be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder. The claims-made structure of this Settlement is a material term and Defendant represents that they would not have agreed to the Settlement but for the claims-made structure.

M. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

N. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

O. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Florida, without reference to its conflict of law provisions. The adequacy of the settlement, any determination regarding Class Counsel's Attorneys' Fees and Expenses, and any Service Award shall be governed by Florida law.

P. Fair and Reasonable

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims and it is in the best interests of the Parties, and the Parties and their counsel have arrived at this Agreement as a result of extensive arms-length negotiations.

Q. Headings

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

R. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

S. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

T. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

U. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

V. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted against any Party. Any Party that breaches the representations and warranties set forth in this

Section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

W. Confidentiality; Communications to Media and Public

The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party, other than to Released Parties, until the Agreement is filed in connection with the Preliminary Approval Application. The Parties further agree that they will not issue any press releases, social media or website posting, and will not initiate contact with the press, respond to any press inquiry or have any communication with the press about the facts, settlement amount, or terms of the Settlement. The Parties and the Administrator will not be prevented from making required disclosures.


For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:


Dated: 05/16/25

By: 
Carole Dickson (May 16, 2025 10:31 PDT)
CAROLE DICKSON

Dated: 05/16/25

By: 
Manuel Hiraldo (May 16, 2025 13:31 EDT)
Counsel for Plaintiff and the Settlement Class

Dated: 5/20/2025

LEAFFILTER NORTH, LLC.
By: 
Name: Amanda Snipes
Title: Assistant General Counsel

Dated: 5/20/2025



Counsel for Defendant

EXHIBIT 1

DICKSON v. LEAFILTER NORTH, LLC**CLAIM FORM****Case No. XXX-XXXX-XXX**

Return this Claim Form to: Gutter TCPA Claim Administrator, PO Box xxxx, Portland, OR xxxxx- xxxx. Questions, visit **www.XXXXXXXXXX** or call **1-xxx-xxx-xxxx**.

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED BY [MONTH DAY, YEAR] BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

YOU MUST SUBMIT THIS CLAIM FORM TO RECEIVE A SETTLEMENT PAYMENT.

Please note that this Claim Form may be researched and verified by the Claim Administrator and the Parties.

YOUR CONTACT INFORMATION

Name: _____
(First) (Middle) (Last)

Current Address: _____
(City) (State) (ZIP Code)

Telephone Number at which you received a phone call from LeafFilter:

(_____) _____ - _____

Email address (if any): _____

Current Phone Number: (_____) _____ - _____ or ☐ check if same as above
(Please provide a phone number where you can be reached if further information is required.)

Claim ID:

Settlement Class Member Verification

By submitting this Claim Form, I attest under penalty of perjury that (a) the information I provided is accurate, (b) the telephone number at which I received a phone call from LeafFilter was my number during the period June 21, 2023 through **[Preliminary Approval Date]** and (c) I meet the definition of the Settlement Class, which consists of all persons in the United States who (i) visited the website <https://www.allstarpros.com> between June 21, 2023 and October 31, 2023, (ii) submitted a phone number on the website <https://www.allstarpros.com>, (iii) did not submit a request to receive information relating to gutters, and (iv) received a telephone call from LeafFilter. I understand that my Claim Form may be subject to audit, verification and review by the Court, the Parties or the Administrator.

Additional information regarding the Settlement can be found at visit www.GutterTCPASettlement.com

Signature: _____ **Date:** _____

Print Name: _____

If you have questions, you may call the Administrator at 1-xxx-xxx-xxxx or visit www.GutterTCPASettlement.com.

EXHIBIT 2

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CAROLE DICKSON, individually and on
behalf of others similarly situated,

Plaintiff,

v.

LEAFFILTER NORTH, LLC,

Defendant.

Case No. 2025-005897-CA-01

**[PROPOSED] ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

On _____, 2025, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Carole Dickson, on behalf of herself and all members of the Settlement Class, and Defendant LeafFilter North, LLC (“Defendant”) (collectively, the “Parties”). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing.

On _____, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiff’s Complaint on the merits and with prejudice in favor of Defendant and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys’ Fees and Expenses and whether and in what amount to award a Service Award to Plaintiff.

The Court has been advised that Settlement Class Members received direct Notice and notice via the Settlement Website. Additionally, no Settlement Class Member appeared at the hearing, and there have been no objections to the settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the Parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in an arms-length mediation and extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiff

are typical of the claims of the Settlement Class she seeks to represent; (d) Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; (f) the Settlement Class is ascertainable; and (g) a class adjudication is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement: “All persons in the United States who (i) visited the website <https://www.allstarpros.com> between June 21, 2023 and October 31, 2023, (ii) submitted a phone number on the website <https://www.allstarpros.com>, (iii) did not submit a request to receive information relating to gutters, and (iv) received a telephone call from Defendant.” The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. The Court finally appoints Michael Eisenband of Eisenband Law, P.A. and Manuel S. Hiraldo of Hiraldo, P.A. as Class Counsel for the Settlement Class.

6. The Court finally designates Plaintiff Carole Dickson as the Class Representative.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement and the Preliminary Approval Order (i) constitute the most effective and practicable notice available in light of the facts and circumstances; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the rules of this Court, and any other applicable laws.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submit valid, timely, and complete Claims, to be paid from the Settlement Cap within the time period and manner set forth in the Settlement.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel \$302,250 as reasonable attorneys' fees and costs. The award of Class Counsel's attorneys' fees and costs shall be paid from the Settlement Cap within the time period and manner set forth in the Settlement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of timely and valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have a standard contingent fee agreement with Plaintiff, who has reviewed the Settlement Agreement and was informed of Class Counsel's fee request and has approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement, Class Counsel filed and posted their

Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and ____ Settlement Class Member(s) objected.

12. The Court awards a Service Award in the amount of \$7,500.00 to Plaintiff payable from the Settlement Cap within the time period and manner set forth in the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all Settlement Class Members who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement

14. Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiff and the Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Plaintiff and the Settlement Class Members from all Released Claims (as that term is defined in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims or the facts and circumstances relating thereto.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim (including the propriety of class certification in an adversarial context) that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. All undistributed funds—that is, funds not used to pay the Claim Settlement Payments, Notice and Administrative Costs, Service Award, and Attorneys’ Fees and Expenses—and uncashed checks will remain with Defendant.

20. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined in the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

21. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

22. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court’s Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

DONE and **ORDERED** at Miami, Florida, this ____ day of _____, 2025.

HON. BEATRICE A. BUTCHKO
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

EXHIBIT 3

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

If You Received a PHONE CALL from LEAFFILTER NORTH, LLC, You May Be Entitled to a Payment from a Class Action Settlement

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement¹ has been reached in a class action lawsuit about whether LeafFilter North, LLC. (“Defendant”) made phone calls in violation of the prerecorded call restrictions and do-not-call regulations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.
- The Settlement offers payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a timely, valid, and completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will receive your payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a valid and completed Claim Form, and you will give up your right to bring your own lawsuit against Defendant about the Released Claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claims. Please be patient.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website.

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BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as ***Dickson v. LeafFilter North, LLC*** in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the “Action”), and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Hon. Beatrice Butchko a Judge of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida is overseeing this case. The person who sued, Carole Dickson, is called the “Plaintiff” or Class Representative”. LeafFilter North, LLC is called the “Defendant”.

2. What is this litigation about?

The lawsuit alleges that Defendant made telephone calls in violation of the Telephone Consumer Protection Act’s prerecorded call restrictions and do-not-call regulations, 47 U.S.C. § 227(b)(1) and 47 C.F.R. § 64.1200(c)(2), and seeks actual and statutory damages under the TCPA on behalf of Plaintiff and a class of all individuals in the United States.

Defendant denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and denies that the claims in the Action would be appropriate for class treatment if the litigation were to proceed.

The Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.GutterTCPASettlement.com. The Settlement resolves the Action. The Court has not decided who is right.

3. What is the TCPA?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that restricts, among other things, certain prerecorded telephone calls and calls to individuals on the national do-not-call registry without consent.

4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Plaintiff) sues on behalf of themselves and other people with similar claims.

All of the people who have claims similar to the Plaintiff’s, as defined in the Settlement and detailed herein, are Settlement Class Members, except for those who exclude themselves from the class, among others.

5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Defendant. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Defendant denies all legal claims in this case, and denies that class certification would

QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.GutterTCPASettlement.com

be appropriate outside of the settlement context. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

6. Who is included in the Settlement?

The Settlement Class is defined as:

All persons in the United States who (i) visited the website <https://www.allstarpros.com> between June 21, 2023 and October 31, 2023, (ii) submitted a phone number on the website <https://www.allstarpros.com>, (iii) did not submit a request to receive information relating to gutters, and (iv) received a telephone call from Defendant.

Persons meeting this definition are referred to collectively as the “Settlement Class” and, individually, as a “Settlement Class Member.”

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.GutterTCPASettlement.com or call the toll-free number, 1-xxx-xxx-xxxx. You also may send questions to the Settlement Administrator at Gutter TCPA Settlement Administrator, P.O. Box XXXX, XXXX, XX XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Defendant has agreed to make available a Settlement Cap of up to \$975,000 to pay Settlement Class Members who submit a timely and valid Claim Form, Notice and Administrative Costs (up to \$50,000, after which such costs are borne by Class Counsel), Attorneys’ Fees and Expenses awarded to Class Counsel for the Settlement Class, and a Service Award awarded to the named Plaintiff. Each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator up to [XXXX], less a pro rata share of Notice and Administrative Costs, Attorneys’ Fees and Expenses and any Service Award. Settlement Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within XX days following the Effective Date.

9. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form. You may access or download a Claim Form at the Settlement Website, www.GutterTCPASettlement.com, or request a

QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.GutterTCPASettlement.com

Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately and submitted timely. One claim is allowed per Settlement Class Member.

You must submit a Claim Form by U.S. mail or through the Settlement Website, and it must be postmarked by or submitted online by [DATE].

Please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

10. When will I receive my check?

Payments in the form of a check to Settlement Class Claimants will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Gutter TCPA Settlement Administrator
P.O. Box XXXX
XXXX, XX XXXX

To opt-out, a Settlement Class Member must complete and send to the Administrator, at the address above, a Request for Exclusion that is postmarked no later than the [OPT OUT DEADLINE]. The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the telephone number that received the call(s) at issue; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: “I request that I be excluded from the proposed Settlement Class.”

You cannot ask to be excluded on the phone, by email, or at the Settlement Website. No mass or class opt outs are permitted.

You may opt out of the Settlement Class only for yourself.

12. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendant and the Released Parties for the Released Claims. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

13. What am I giving up to stay in the Settlement Class?

QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.GutterTCPASettlement.com

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendant or the Released Parties about or relating to the issues in this case and the Released Claims, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.GutterTCPASettlement.com. The Settlement Agreement provides more detail regarding the Released Claims and Released Parties and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 at no charge to you, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

14. If I exclude myself, can I still get a payment?

No. You will not get a Claim Settlement Payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all Settlement Class Members.

Michael Eisenband, Esq.
Eisenband Law, P.A.
515 E Las Olas Blvd. Suite 120
Fort Lauderdale, Florida 33301

Manuel S. Hiraldo, Esq.
Hiraldo P.A.
401 E. Las Olas Boulevard, Suite 1400
Ft. Lauderdale, Florida 33301

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request up to \$302,250 of the Settlement Cap for Attorneys’ Fees and Expenses, which will include the reimbursement of reasonable, actual out-of-pocket expenses incurred in the Action. The fees and expenses awarded by the Court will be paid out of the Settlement Cap. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request a Service Award of up to \$7,500.00 for Plaintiff for her service as Class Representative on behalf of the whole Settlement Class. Any Service Award will be paid out of the Settlement Cap. The Court will decide the amount of any Service Award to award.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.GutterTCPASettlement.com

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;
- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the telephone number at which the call(s) at issue were received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or application for Attorneys' Fees and Expenses and/or Service Award;
- g. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the counsel or the counsel's law firm(s) that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's signature (an attorney's signature is not sufficient).

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by **XXXXXXXXXX**.

Clerk of the Court	Class Counsel	Defendants' Counsel
Eleventh Judicial Circuit Miami-Dade County 73 W. Flagler Street, Room 133 Miami, FL 33130	Manuel Hiraldo, Esq. Hiraldo, PA 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301 and Michael Eisenband, Esq. Eisenband Law, P.A. 515 E. Las Olas Blvd., Suite 3100 Fort Lauderdale, FL 33301	Nora Cook Esq. Benesch Friedlander Coplan & Aronoff LLP 127 Public Square #4900, Cleveland, OH 44114 and Jordan S. Kosches, Esq. Gray Robinson, P.A. 333 SE 2nd Avenue Suite 3200 Miami, Florida 33131

No mass or class objections will be permitted. Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a Notice of Intention to Appear at the Final Approval Hearing by the Objection Deadline, meeting the requirements set forth herein and in the Settlement; and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for Attorneys' Fees and Expenses and Service Award ("Final Approval Hearing").

19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **xxxxxxx at xxx a.m. at the xxxxxxxxxxxxxxxx**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.GutterTCPASettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for Attorneys' Fees and Expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time and in the manner set forth herein and it

complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing and you must meet the requirements set forth herein and in the Settlement for a Notice of Intention to Appear (*see* Question 17 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, meaning you do not file a timely and valid Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court whether or not you submit a timely and valid Claim.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.GutterTCPASettlement.com. You also may write with questions to the Settlement Administrator at Gutter TCPA Settlement Administrator, P.O. Box XXXX, XXXX, XX XXXXX or call the toll-free number, 1-xxx-xxx-xxxx.

QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.GutterTCPASettlement.com

EXHIBIT 4

**If You Received a PHONE CALL from LEAFFILTER NORTH, LLC,
You May Be Entitled to a Payment from a Class Action Settlement**

A Settlement has been reached in a class action lawsuit about whether LeafFilter North, LLC. (“Defendant”) allegedly made phone calls in violation of the Telephone Consumer Protection Act (“TCPA”) by making prerecorded telephone calls and calls to persons on the national do-not-call registry, without proper consent. Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.

Who’s Included?

Settlement Class: All persons in the United States who (i) visited the website <https://www.allstarpros.com> between June 21, 2023 and October 31, 2023, (ii) submitted a phone number on the website <https://www.allstarpros.com>, (iii) did not submit a request to receive information relating to gutters, and (iv) received a telephone call from Defendant. The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

What Are the Settlement Terms? Defendant shall make available up to \$975,000 in cash (the “Settlement Cap”) for payment of Claim Settlement Payments, Notice and Administrative Costs, Attorneys’ Fees and Expenses and any Service Award. Each Settlement Class Member who submits a timely and valid claim form shall be paid a claim of no more than the amount equal to the Settlement Cap divided by the number of individuals on the Class List, less each Settlement Class Member’s pro rata share of the Notice and Administration costs, Attorney’s Fees and Costs and Incentive Award. Defendant need not segregate funds or otherwise create special accounts to hold the Settlement Cap and will not relinquish control of any money until payments are due as set forth in the Settlement Agreement. The parties agree that undistributed funds—that is, funds not used to pay the Claim Settlement Payments, Notice and Administrative Costs, Service Award, and Attorneys’ Fees and Expenses—and uncashed checks will remain with Defendant.

How Can I Get a Payment? To get a payment, you must submit a valid Claim Form by U.S. mail or online at www.GutterTCPASettlement.com. A Claim Form is attached to this Notice which you can sign and mail. You may also submit a claim online at www.GutterTCPASettlement.com by using the Claim ID No. on the front of this postcard and a phone number appearing on the Class List. You can also download a Claim Form online at www.GutterTCPASettlement.com or call the Settlement Administrator at the toll-free number below to request a Claim Form. To be valid, a Claim Form must be completed fully and accurately, signed, and be submitted timely. If you send in a Claim Form by regular mail, it must be postmarked on or before **XX/XX/XXXX**. The deadline to file a Claim online is 11:59 **pm. EST on XX/XX/XXXX**. Only one Claim Form may be submitted per Settlement Class Member, regardless of how many calls were received by the Settlement Class Member.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XX/XX/XXXX**. If you do not exclude yourself, you will release any claims you may have regardless of whether you file a timely and valid Claim, as more fully described in the Settlement Agreement, available at the Settlement Website. If there is something that you do not like about the Settlement, and you do not exclude yourself, you may also object to the Settlement by **XX/XX/XXXX**. The Long Form Notice available on the Settlement Website www.GutterTCPASettlement.com explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **XX/XX/XXXX** to consider whether to approve the Settlement, Class Counsel’s request for Attorneys’ Fees and Expenses of up to \$302,250 and Class Counsel’s request for a Service Award of up to \$7,500 to the Class Representative. You may appear at the hearing, either personally or through an attorney you hire, but you don’t have to. If you wish to appear and you have filed an objection, you must also file a Notice of Intention to Appear as detailed in the Settlement. For more information, call or visit the Settlement Website: www.GutterTCPASettlement.com.

COURT ORDERED LEGAL NOTICE

**If you received a PHONE
CALL from
LEAFFILTER.**

**you may be entitled
to a cash payment.**

**Complete and return the
enclosed form by**

to receive a cash payment.

Dickson v. LeafFilter
Class Action Settlement
PO BOX 0000
City, State, Zip Code

Class Member John Doe
123 ABC Street
Miami, FL 12345
Claim ID No.:



postage
prepaid
mark

Gutter TCPA Claim Administrator
Claims Administrator
P.O. Box ____
XXXX, XX

EXHIBIT 5

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CAROLE DICKSON, individually and on
behalf of those similarly situated

Plaintiff,

v.

LEAFFILTER NORTH, LLC.

Defendant.

Case No. 2025-005897-CA-01

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT AND CERTIFYING THE SETTLEMENT CLASS**

Plaintiff, Carole Dickson (“Plaintiff” or “Class Representative”), on behalf of herself and a class of other similarly situated individuals, and Defendant LeafFilter North, LLC has agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement. Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of Florida Rule of Civil Procedure 1.220 and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be preliminarily appointed Class Representative and Class Counsel; (4) the Settlement is the result of

informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy Florida Rule of Civil Procedure 1.220 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, preliminary class certification, the terms of the Settlement, Class Counsel's application for an award of Attorneys' Fees and Expenses ("Fee Application") and request for a Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's Fee Application, and/or the request for Service Award for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application and request for a Service Award for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2).
3. Venue is proper in this Court.

Provisional Class Certification and Appointment of Class Representative and Class Counsel

4. It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification

issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks omitted). In deciding whether to provisionally certify a settlement class, a court must consider the same factors it would consider in connection with a proposed litigation class – *i.e.*, all Fla. R. Civ. P. 1.220(a) factors and at least one subsection of Fla. R. Civ. P. 1.220(b) must be satisfied – except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Id.*; *see also Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

5. The Court finds, for settlement purposes, that the Florida Rule of Civil Procedure 1.220 factors are present and that certification of the proposed Settlement Class is appropriate under Rule 1.220. The Court therefore provisionally certifies the following Settlement Class.

Settlement Class: All persons in the United States who (i) visited the website <https://www.allstarpros.com> between June 21, 2023 and October 31, 2023, (ii) submitted a phone number on the website <https://www.allstarpros.com>, (iii) did not submit a request to receive information relating to gutters, and (iv) received a telephone call from Defendant.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

6. Specifically, the Court finds, for settlement purposes and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of Florida Rule of Civil Procedure 1.220:

(a) Numerosity: In the Action, approximately 5,000 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder of all members is impracticable.

(b) Commonality: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted); *see also Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 107 (Fla. 2011) (“The primary concern in the consideration of commonality is whether the representative’s claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory.”). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendant’s class-wide practices are common to the Plaintiff and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiff’s claims are typical of the Settlement Class because they concern the same alleged Defendant’s practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 1.220(a)(3) is therefore satisfied. *See Sosa*, 73 So. 3d at 114 (typicality satisfied where “the class representative possesses the same legal interest and has endured the same legal injury as the class members.”).

(d) Adequacy: Adequacy under Rule 1.220 relates to: (1) whether class counsel possesses the necessary “qualifications, experience, and ability” to conduct the litigation; and

(2) “whether the class representative’s interests are antagonistic to the interests of the class members.” *Id.* at 115. . Here, adequacy is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff has retained competent counsel to represent them and the Settlement Class. Class Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Class in the Action. *See generally Lyons v. Georgia-Pacific Corp. Salaried Employees Rel. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 1.220 is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, under Rule 1.220(b)(3), “a class representative establishes predominance if he or she demonstrates a reasonable methodology for generalized proof of class-wide impact[,]” meaning that “by proving his or her own individual case, necessarily proves the cases of the other class members.” *Sosa*, 73 So. 3d at 112. This does not mean that all issues or elements of a cause of action are subject to common proof, but merely that “some questions are common, and that they predominate over individual questions.” *Id.* Here, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Class in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Class. Moreover, superiority of class treatment is clearly established because: (i) given the relatively

small amount of per-claimant damages (\$500.00), class litigation is the only economically viable form of adjudication, (ii) individually litigating and incurring the expenses necessary to do so is not economically justifiable, (iii) class treatment of this litigation is manageable. *Id.* at 116 (explaining that the factors relevant to the superiority analysis are “(1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action cause of action is manageable.”).

7. The Court appoints Plaintiff Carole Dickson, as the Class Representative.

8. The Court appoints the following attorneys and firms as Class Counsel: Michael Eisenband of Eisenband Law, P.A. and Manuel S. Hiraldo of Hiraldo, P.A.

9. The Court recognizes that Defendant reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Defendant also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

Preliminary Approval of the Settlement

10. At the preliminary approval stage, the Court’s task is to evaluate whether the Settlement is within the “range of reasonableness.” 4 *Newberg on Class Actions* § 11.26. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Smith v. Wm. Wrigley Jr. Co.*, 2010 WL 2401149, at *2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a

class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted).

11. The Court preliminarily approves the Settlement, including the structure of the Settlement and Settlement Cap, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice and the Claims Process

12. The Court approves the form and content of the Class Notice, substantially in the forms attached to the Settlement, as well as the Claim Form attached thereto. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement Agreement, Class Counsel's Fee Application and the request for a Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Florida Rule of Civil Procedure 1.220 and the Constitutional

requirement of Due Process.

13. RG/2 Claims Administration LLC shall serve as the Administrator.

14. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement Agreement, using the notices substantially in the forms attached to the Settlement Agreement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement Agreement and approved by this Preliminary Approval Order. The Class Notice program shall include the Notice, the Long-Form Notice and the Settlement Website, as set forth in the Settlement and below.

Notice

15. The Administrator shall administer Notice as set forth in the Settlement. The Notice shall be completed and issued no later than 30 days following entry of this Preliminary Approval Order.

Settlement Website

16. The Administrator shall establish a Settlement Website as a means for Settlement Class Members to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Class Notice program. The Settlement Website shall include the Settlement, the Notice, the Long-Form Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agree to include. These documents shall remain on the Settlement Website until at least 14 days following the distribution of Claim Settlement Checks.

17. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

18. **A Final Approval Hearing shall be held before this Court on _____, 2025 at _____.m, at Courtroom __ or through Zoom or other video conferencing equipment** to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's Fee Application and request for a Service Award for the Class Representative should be granted.

19. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement Agreement and in the Notice Program at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be sent to the Administrator and postmarked on or before the last day of the Opt-out Period, which is 45 days after the Class Notice is postmarked (the "Opt-Out Deadline"). To be valid, a Request for Exclusion must include the following information:

- a. the case name;
- b. the name, address, and telephone number of the Settlement Class Member;
- c. the telephone number at which the person received a call(s) from or on behalf of Defendant;
- d. be personally signed by the Settlement Class Member requesting exclusion; and
- e. contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Class."

No mass or class opt outs are permitted.

20. Any Settlement Class Member may object to the Settlement, Class Counsel's Fee

Application, or the request for a Service Award for Plaintiff. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and Defendant's Counsel, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be postmarked no later than 45 days after the Class Notice is postmarked (the "Objection Deadline"), as set forth in the Agreement and which shall be identified in the Notice Program. To be valid, an objection must include the following information:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;
- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the telephone number at which the call(s) at issue were received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Application or application for a Service Award;
- g. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the counsel or the counsel's law firm(s) that were issued by the trial and appellate courts in each listed

case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between the objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's signature (an attorney's signature is not sufficient).

No mass or class objections are permitted.

Further, any Settlement Class Member who files and serves a written objection in accordance with the Settlement and this Section may appear, in person or by counsel, at the Final Approval Hearing, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a Notice of Intention to Appear meeting the requirements set forth in the Settlement; and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

Further Papers in Support of Settlement and Attorney's Fee Application

21. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for a Service Award for Plaintiff, within sixty (60) days

of this Order.

22. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Settlement, the Fee Application and/or request for a Service Award for Plaintiff, within ninety (90) days of this Order.

Effect of Failure to Approve Settlement

23. Subject to the provisions of the Settlement, if the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiff on any point of fact or law; and

(c) Neither the Settlement terms nor any information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either Party'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.

Stay/Bar of Other Proceedings

24. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons

purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties in any action or proceeding in any court, arbitration forum or tribunal asserting or relating to any of the Released Claims.

25. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before it:

<u>Event</u>	<u>Date</u>	<u>Timeline</u>
Deadline for Completion of Notice		30 days after entry of the Preliminary Approval Order
Deadline for opting-out of the Settlement and for submission of objections		45 days after Deadline for Completion of Notice
Deadline for submitting Claim Form		60 days after deadline for Completion of Notice
Deadline for filing Motion for Final Approval of Settlement and Class Counsel's Fee Application and for Service Award		30 days after Completion of Notice Deadline.
Deadline for responses to objections		60 days after Completion of Notice Deadline.
Final Approval Hearing	Set for	

DONE and ORDERED at Miami, Florida, this ____ day of _____, 2025.

HON. BEATRICE A. BUTCHKO
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record