

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

Case No. 2025-013426-CA-01

BILAL AHMAD,
individually and on behalf of others
similarly situated,

Plaintiff,

v.

FATHOM REALTY FL LLC, D/B/A
FATHOM REALTY and FATHOM
REALTY HOLDINGS, LLC

Defendants.

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 Bilal Ahmad (“Plaintiff” or “Class Representative”), on behalf of himself and the Settlement Class, and Defendants Fathom Realty FL LLC and Fathom Realty Holdings, LLC, (collectively “Defendants”). Plaintiff and Defendants will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, on August 15, 2024 Plaintiff filed a Class Action Complaint on behalf of himself and a putative class in the lawsuit styled *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, in the United States District Court for the Southern District of Florida, Case Number 0:2024-cv-61491 (the “First Action”);

WHEREAS, on July 9, 2025, the First Action was dismissed;

WHEREAS, on July 15, 2025, Plaintiff filed a Class Action Complaint (the “Action”) on behalf of himself and a putative class in the lawsuit styled *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case Number 2025-013426-CA-01 which asserts claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227;

WHEREAS, Plaintiff alleges that he and members of the class received telemarketing text messages from third party Marcus Edwards, who Plaintiff alleges was acting as an agent of Defendants, after registering on the National Do Not Call Registry, which allegedly harmed him and the class (the “Allegations”);

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

WHEREAS, on July 8th, 2025, with the assistance of mediator Rodney Max of Upchurch Watson White & Max the Parties and their counsel engaged in an intensive arm's-length meditations in an attempt to resolve the Action with a view toward achieving substantial benefits for the Settlement Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, the Parties' counsel and Defendants' representatives ultimately reached an agreement in principle to resolve the Action;

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Class and appoint him as Class Representatives and his lawyers—Andrew Shamis and Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A. — as Class Counsel in this case;

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 himself and as the representative of the Settlement Class, and Defendants desire to resolve the dispute between them;

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

WHEREAS, Defendants deny any and all liability or wrongdoing to the Class Representative and to the Settlement Class, including but not limited to denying that Marcus Edwards was acting as an agent for either Defendant when sending text messages. Nonetheless, Defendants have concluded that further litigation would be protracted and expensive, have taken

into account the uncertainty and risks inherent in this Action, and have 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 Simpluris, 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 if required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (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, subject in all cases to approval by Class Counsel and Counsel for Defendants. Class Counsel and Counsel for Defendants 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. In the absence of agreement, either Class Counsel

or Defendants may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. “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 and expenses incurred by Plaintiff or Class Counsel in connection with the Action and First 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, which shall occur no later than forty-five (45) days after the Class Notice Date. All Claims postmarked on or before the Claim Deadline shall be timely, and all Claims postmarked 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 properly completed and timely Claim Forms to the Administrator, and who qualify for such relief under this Agreement.

I. “Class Counsel” means: (a) Andrew Shamis, Shamis & Gentile, P.A., 13 NE 1st Avenue, Suite 705, Miami, FL 33132, (b) Christopher Berman, Shamis & Gentile, P.A., 13 NE 1st Avenue, Suite 705, Miami, FL 33132, (c) Scott Edelsberg, 20900 NE 30th Avenue, Suite 417, Aventura, FL 33180.

J. “Class Notice” 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 at least 75 days prior to the Final Approval Hearing.

L. “Class Period” means the time period from August 15, 2021 through the date of execution of the Preliminary Settlement Approval.

M. “Confidential Information” means proprietary or commercially sensitive information or personal 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 Defendants” means: Darci Madden, Martha Kohlstrand, and Ezequiel Romero, Bryan Cave Leighton Paisner LLP, One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102.

O. “Court” means the Circuit Court of 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 date on which the Final Approval Order becomes Final, which is the later of the date on which (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, the Final Approval Order. If no objection has been filed, the Final Approval Order becomes Final 31 days after the Court enters the Final Approval Order.

R. “E-mail Notice” shall mean the notice sent by the Administrator to the Settlement Class Members as described in section III.B.3.a., below., and in substantially the form attached as **Exhibit 2.**

S. “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.

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 3.** 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. The fact that the subjects are addressed in multiple orders will not be deemed itself a material change to Exhibit 2.

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 4** to this Agreement.

V. “Mail Notice” shall mean the notice sent by the Administrator to the Settlement Class Members as described in section III.B.3.b., below., and in substantially the form attached as **Exhibit 5.**

W. “Notice” means the Mail Notice/E-mail Notice that will mailed/e-mailed by the Administrator to those who may be Settlement Class Members as provided herein.

X. “Notice and Administrative Costs” means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendants of disseminating the Class Notice in accordance with 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, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

Y. “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 and thirty (30) days before the Final Approval Hearing.

Z. “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 Class Counsel (or 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 and thirty (30) days before the Final Approval Hearing.

AA. “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 6**, without material change.

BB. “Released Claims” means all liabilities, rights, claims for relief, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, against Released Parties that arise out of, concern or relate to the Telephone Consumer Protection Act and any other related laws regarding any text messages sent to Settlement Class Members by Marcus Edwards, text messages sent by or on behalf of Defendants, or that were or could have been claimed, raised or alleged in this Action to the extent they arise from or relate to text messages sent by Marcus Edwards or text messages sent by or on behalf of Defendants from August 15, 2021, through December 15, 2024, as of the date of a final Court order approving the Settlement and dismissing the case with prejudice.

CC. “Released Parties” means Defendants and any vendors, contractors, or agents that were involved in any way with the complained of text messages, or on whose behalf they were sent. It shall also include any of their owners, representatives, parents, subsidiaries, affiliates,

agents, vendors contractors, subcontractors, insurers, officers, board members, employees, predecessors, successors and assigns. “Released Parties” also shall include any other persons or entities, not identified above, who, by the express terms of this Agreement, are intended to be released by the Releasing Parties.

DD. “Releasing Parties” means Plaintiff and all Settlement Class members who do not timely and properly opt-out of the Settlement, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys and all those who claim through them or on their behalf.

EE. “Request for Exclusion” means a written request from a Settlement Class Member compliant with the instructions on how to seek to exclude the Settlement Class Member from the Settlement Class.

FF. “Service Award” means any approved payments to the Class Representative.

GG. “Settlement” means the settlement set forth in this Agreement.

HH. “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:

All persons in the United States who are listed in the Settlement Class Data as having been sent between August 15, 2021 and December 15, 2024 (1) more than one text message by or on behalf of Marcus Edwards;; and (2) where the person’s telephone number had been listed on the National Do Not Call Registry for at least thirty days at the time of the messages.

The Settlement Class excludes the following: (1) the judge (including her staff) presiding over this case; (2) the United States District Judge and the United States Magistrate Judge (including their staff) who has presided over *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, Case Number 0:24-cv-61491-MD; (3) Defendants, as well as any

parent, subsidiary, affiliate, or control person of Defendants, and the officers, directors, agents, servants, or employees of Defendants; (4) any of the Released Parties; (5) the immediate family of any such person(s); any (6) Settlement Class Member who has timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

II. "Settlement Class Claimant" means any Settlement Class Member who submits a Claim in accordance with this Agreement.

JJ. "Settlement Class Data" means data relating to approximately 3,742 persons listed on Exhibit A hereto, which lists text messages sent by Marcus Edwards that Plaintiff contends to have been sent on behalf of Defendants and in violation of the TCPA.

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

LL. "Settlement Class Payment List" means the list of all Settlement Class Members who filed a Claim; whether the Claim was rejected or accepted, and, if rejected, the reason it was rejected; the address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payments to be made.

MM. "Settlement Fund" means the total maximum amount that Defendants has agreed to make available, as described in Section II B.1., to cover the Claim Settlement Payments as well as Attorneys' Fees, all Notice and Administration Costs, and any Service Award.

NN. "Settlement Website" means the website that the Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for members of the Settlement Class to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long-Form Notice, the Order Preliminarily Approving this Settlement, and such other documents as Class Counsel and the Defendants agree to post or that the Court orders posted on the website. The

documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be www.fathomtcsettlement.com or such other URL as Class Counsel and Defendants agree upon in writing. Ownership of the Settlement Website URL shall be transferred to Defendants within 10 days of the date upon which operation of the Settlement Website ceases.

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

For settlement purposes only, Defendants conditionally agree and consent to certification of the Settlement Class. Defendants' 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 state law or rule of civil procedure or evidence. If for any reason the settlement is not granted preliminary and final approval, Defendant's agreement to certification of the Class shall not be used for any purposes, including any request for class certification in the Action or any other proceeding.

Defendants deny 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. Defendants have agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur,

Defendants do not waive, but rather expressly reserve, 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 Defendants retain and reserve all of these rights and agree not to take a position to the contrary.

B. Settlement Class Relief

1. Claim Settlement Payments to Settlement Class

In consideration for the Releases set forth in this Agreement:

Defendants shall make available up to \$2,847,456.00 in cash (the “Settlement Fund”) for payment of claims submitted by Class Members, Attorneys’ Fees, all Notice and Administration Costs, and any Service Award.

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 Fund.

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 in the amount of up to \$48.00 per text message sent to that Class Member. All unclaimed funds shall be retained by Defendants. If necessary, the total amount each Settlement Class Member receives may be reduced pro rata to account for Attorneys’ Fees, all Notice and Administration Costs, and any Service Award. One (1) claim is allowed per Settlement Class Member and each Class Member shall only have to submit one claim to receive payment for all text messages sent to that

Class Member. In no event shall Defendants be responsible for any claims, fees, or Settlement Costs exceeding the amount of the Settlement Fund.

No later than 60 days after the Effective Date, and after receiving a timely, valid, correct, and verified Claim Form, 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 ninety (90) days from the date on the check. Any Settlement Fund Payments that remain uncashed after ninety (90) days from issuance shall be remitted to Defendant.

All Attorneys' Fees, all Notice and Administration Costs up to \$20,000, and any Service Award will be paid by Defendants from the Settlement Fund. Any Notice and Administration Costs exceeding \$20,000 will be paid by Class Counsel.

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

C. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court an Unopposed or Agreed Motion for Preliminary Approval of this Agreement. Counsel for Defendants shall have an opportunity to review the motion for preliminary approval before filing with the Court. The motion shall seek entry of an Agreed Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendants.

The Plaintiff's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file his Motion for Final Approval of the Settlement, and his application for attorneys' fees, costs, and expenses and for a Service Award for the Class Representative, no later than twenty

(20) days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for a Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense or Service Award application, provided the objectors submitted timely written objections that meet all of the requirements listed in the preliminary approval order and notice.

At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses, and a Service Award. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and Defendants. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Enter judgment dismissing the Action with prejudice and without costs, except as set forth in this Agreement;
- e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims, including during any appeal from the Final Approval Order;
- f. Release Defendants and the Released Parties from the Released Claims; and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including the Defendants, all Settlement Class Members and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Plaintiff will request, and Defendants will not oppose, a Service Award which will be paid from the Settlement Fund of no more than \$10,000.00. To the extent the court does not approve an incentive award or does not award the entirety of the requested amount, the monies will remain in the Settlement Fund to be distributed as per the other provisions of the Agreement. Any Court decision declining Plaintiff's request for a service award shall not be a basis to terminate the Settlement. Any Service Award that the Court awards to Plaintiff shall be paid to Plaintiff by check payable to Plaintiff delivered to an address that Class Counsel will identify, no later than sixty (60) days after the Effective Date, once Defendant's counsel receives a completed W-9 form from Plaintiff.

2. Attorneys' Fees and Expenses

Class Counsel will request, and Defendants will not oppose, an award of Attorneys' Fees and Expenses of approximately 30% of the Settlement Fund or \$854,236.80. To the extent the court does not approve an attorney's fee award or does not award the entirety of the requested amount, the monies will remain in the Settlement Fund to be distributed as per the other provisions of the agreement. Any Court decision declining to award the amount requested by Class Counsel shall not be a basis to terminate the Settlement. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendants shall have no responsibility, role, or liability in connection with such allocation. All Attorneys' Fees and Expenses awarded by the Court shall be paid to Shamis & Gentile, P.A. in a manner agreed

between the Class Counsel and Defendants no later than sixty (60) days after the Effective Date, once Shamis & Gentile, P.A. provides a completed W-9 form to Defendants. Shamis & Gentile, P.A. shall handle any distribution of Attorneys' Fees and Expenses between Class Counsel. Defendants shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed. The Parties negotiated and reached agreement regarding attorneys' fees and costs, and the Service Award, only after reaching agreement on all other material terms of this Settlement.

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on Simpluris 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, the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court 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.

The Parties will coordinate with the Administrator to provide and Mail/E-Mail Notice to the Settlement Class, as provided in this Agreement. 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.

All Notice and Administrative Costs up to \$20,000.00 shall be paid by Defendants from the Settlement Fund. Class Counsel will pay any amounts above \$20,000.00. Defendants 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 Defendants directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendants monthly for incurred fees and expenses thereafter up to a total of \$20,000.00. Any amounts billed above \$20,000.00 shall be billed to and owed by Class Counsel. The Administrator will complete and provide to Defendants and, if necessary, Class Counsel any W-9 forms necessary to pay for the Notice and Administrative Costs.

B. Notice

1. Notice to the Settlement Class

Class Counsel and Defendants shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Any Notices provided under or as part of the Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendants, or otherwise be styled to appear to originate from Defendants. At Defendant's request, ownership of the Settlement Website URL shall be transferred to Defendants within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following distribution of the Net Settlement Fund to Settlement Class Claimants, or such other date as Class Counsel and Defendants may agree upon in writing.

2. Settlement Class Data

Within fifteen (15) days after entry of the Preliminary Approval Order, Plaintiff or Defendants—if it has not already done so—will provide to the Administrator the Settlement Class Data in electronic format. Using the Settlement Class Data, the Administrator will conduct

reasonable research to try to determine the mailing addresses associated with each of the telephone numbers of the Settlement Class Members.

3. Notice

Notice shall be provided to the Settlement Class Members in up to three different ways as set forth herein. The Administrator, by the Class Notice Date, shall send Notice to Settlement Class Members for which the Administrator is able to determine the Settlement Class Members' mail addresses.

a. *E-mail Notice.* For those Settlement Class Members whose email address is available, E-Mail Notice shall be provided (substantially in the form provided in **Exhibit 2** hereto) on two occasions on dates selected by the Administrator at least seventy-five (75) days before the Final Approval Hearing. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update e-mail addresses (e.g., reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the E-Mail Notice to all Settlement Class Members. The E-Mail Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the E-Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

b. *Mail Notice.* For those Settlement Class Members whose physical mail address is locatable with a reasonable search, a copy of the Mail Notice (double-sided postcard with a detachable pre-postmarked Claim Form, substantially in the form provided in **Exhibit 5** hereto), shall be sent via first-class U.S. mail at least seventy-five (75) days before the Final Approval Hearing. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update mail addresses (e.g., reliable

sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the Mail Notice to all Settlement Class Members. The Administrator shall provide Class Counsel and Defendants a sworn declaration that confirms that the Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

4. Long-Form Notice

The Long-Form Notice (substantially in the form provided in Exhibit 3 hereto) will be posted to the Settlement Website, www.fathomtcpasettlement.com, and will contain more detail than the Mail Notice. The Long Form Notice will also be sent to all Settlement Class members who contact the Administrator by telephone or email and request a copy.

5. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) enables Settlement Class Members to access and download the Claim Form, (ii) provides contact information for Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement and Class Notice; the Long-Form Notice, the Preliminary Approval Order; the Complaint; and, when filed, the Final Approval Order. The Class Notice (as well as the Mail Notice) shall include the address (URL) of www.fathomtcpasettlement.com for the Settlement Website, where Settlement Class members will find important documents and court filings, which will contain more detail than the Mail Notice. The Administrator shall maintain the Settlement Website until at least ninety (90) days following the Effective Date. The Settlement Website shall have a portal where Claim Forms can be submitted.

6. Toll-free Telephone Number

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 at least ninety (90) days following the Effective Date.

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 under penalty of perjury: (a) Settlement Class Claimant's name, current address, telephone number, and email address (if any); (b) Settlement Class Claimant's telephone number that received a text message from Marcus Edwards, and (c) a representation under oath that he or she received such a text message and that he or she did not give consent for the sending of that text message.

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by submitting a claim on the Settlement Website or by mailing a completed Claim Form to the Administrator on a date no later than the Claim Deadline. 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 by the Administrator. Only one Claim Form may be submitted per cellular telephone number that received a text message from Marcus Edwards, regardless of how many messages were received by the Settlement Class Member.

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; that the Settlement Class Claimant is a member of one or more of the Settlement Class; and that text messages were made to the telephone number identified in the form, as confirmed by the Settlement Class Data. Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in the Claim being deemed invalid, and Defendants 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. The amount each Settlement Class Member receives will be based on their pro rata share of any funds available from the Settlement Fund after all Attorneys' Fees, all Notice and Administration Costs, and any Service Award have been paid.

D. Opt-Out Rights

1. Opt-Out Requirements

The Notice shall include a procedure for Settlement Class Members to opt-out of the Settlement Class. 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 Class Counsel(or 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 cellular

telephone number at which the person received a text message from Marcus Edwards; (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 this Agreement and all subsequent proceedings, orders, and judgments, including the Final Approval Order.

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.

If more than 30% of the Settlement Class Members opt-out of the settlement, Defendants have the option to terminate this settlement agreement prior to final approval and the case shall go back to its status quo.

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 ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendants 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.

E. Objections

The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses and or a Service Award to the Plaintiff. 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 the Settlement Administrator, to Class Counsel, and to Defense Counsel, 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;

- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- f. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- h. 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.

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 Defendants 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 he received a text message from Marcus Edwards; 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, but timely filed objections will still be considered by the court without the appearance of the objector.

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

1. Settlement Fund

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Class. Any part of the Settlement Fund that is not used to provide relief for the Settlement Class or to pay Attorneys' Fees and Notice and Administration Costs as provided herein shall remain with Defendants. Any Attorneys' Fees and Expenses, any Service Award, and all Notice and Administrative Costs (up to \$20,000.00) will be paid by Defendants out of the Settlement Fund.

2. Funding

From the Settlement Fund, Defendants, no later than fifty (50) days after the Effective Date, shall fund all amounts required by the Administrator for distribution of any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms.

3. Distribution

No later than sixty (60) days after the Effective Date, the Administrator shall pay any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms.

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. 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 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.

H. Termination of Agreement

Either Party shall have the right in his 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, after the motion for preliminary approval is filed, fails or declines to grant Preliminary Approval in accordance with the terms of the Preliminary Approval Order; (2) the Court, after granting Preliminary Approval in accordance with the terms of the Preliminary Approval Order, fails or declines to grant Final Approval in accordance with the terms of the Final Approval Order; (3) an appellate court vacates or reverses the Final Approval Order; (4) the Final Approval Order does not become Final for any reason; or (5) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs. The Settlement may be terminated based upon the following conditions by either Class

Counsel or Defendants by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 30 days of any event giving rise to a right of termination (or such longer time as may be agreed in writing between Class Counsel and Defendants).

In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Defendants; and the Parties shall return to the status *quo ante* in this Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

In the event of a termination, and after payment of any invoices or other Notice and Administration Costs mentioned in this Agreement that have been incurred and are due to be paid by Defendants, the Administrator shall return the balance of the Settlement Fund to Defendants within 5 business days of termination.

In the event the Settlement is terminated, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to this Action shall stand in the same position as if the Agreement had not been negotiated, made or filed with the Court.

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 Member(s); (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 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 its terms and conditions (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 entry of the Final Approval Order, 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 any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

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 entry of the Final Approval Order, 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. The provisions of the Release shall apply according to their terms, regardless of the provisions of Section 1542 of any equivalent, similar or comparable present or future law or principle of law in any jurisdiction. Each Settlement Class Member waives any and all defenses, rights and benefits that may be derived from the provision of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the Release contained in this Agreement.

The Parties and each Settlement Class Member agree that amounts to be paid under this Agreement to each Settlement Class Member represent the satisfaction of that Settlement Class Member's claims for Released Claims. No portion of the Settlement represents the payment of punitive or exemplary damages. Nonetheless, in consideration for the satisfaction of each Settlement Class Member's claim for compensatory damages, claims for punitive or exemplary damages arising from the Released Claims shall be released.

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 or the facts and circumstances relating thereto against the Released Parties; 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) they are the sole and exclusive owner of their own Released Claims; (b) that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) that they will not assign or otherwise transfer any interest in any of the Released Claims; and (d) that they have no surviving claim or cause of action against any of the Released Parties that is not being released by 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

Defendants continue to dispute its liability for the claims alleged in the Action, and maintain that they complied, at all times, with the applicable law and regulations. Defendants have entered into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action. 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 himself or the Settlement Class, against Defendants. Defendants expressly deny and disclaim any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded 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 he is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or he 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 Defendants, without 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. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

M. Successors

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

N. 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 fees and expenses, and any Service Award shall be governed by Florida law.

O. 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. They have arrived at this Agreement as a result of extensive arms-length negotiations.

P. 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.

Q. Exhibits

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

R. 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.

S. Facsimile and Electronic Mail

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

T. 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.

U. 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.

V. 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 until the Agreement is filed in connection with the Preliminary Approval Application.

The Parties also agree that they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendants.

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.

X. Obligation to Meet and Confer. Before filing any motion with the Court raising a dispute arising out of or relating to this Agreement, the Parties shall consult each other and certify to the Court that they have consulted.

Y. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program, the and the Administrator.

Z. **Obligation to Return or Destroy Discovery Materials.** Class Counsel will return or destroy all copies of all discovery materials obtained in this Action from Defendants or third parties within thirty (30) days after the Effective Date.

AA. **Notices to Counsel**

All notices required to be sent to Class Counsel shall be directed to:

SHAMIS & GENTILE, P.A.

Andrew J. Shamis, Esq.

ashamis@shamisgentile.com

Christopher Berman, Esq.

cberman@shamisgentile.com

14 NE 1st Ave., Suite 705

Miami, Florida 33132

EDELSBERG LAW, P.A.

Scott Edelsberg, Esq.

scott@edelsberglaw.com

20900 NE 30th Ave., Suite 417

Aventura, FL 33180

All notices required to be sent to Defense Counsel shall be directed to:

Darci F. Madden

BRYAN CAVE LEIGHTON PAISNER LLP

darci.madden@bclplaw.com

211 N. Broadway, Suite 3600

St. Louis, MO 63102

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

Dated: _____

By: _____
BILAL AHMAD

Dated: _____

By: _____
Counsel for Plaintiff and the Settlement Class

Dated: _____

By: _____
FATHOM REALTY FL LLC

Name: Marco Fregenal

Title: CEO

Dated: _____

By: _____
FATHOM REALTY HOLDINGS LLC

Name: Marco Fregenal

Title: CEO

Dated: _____

Counsel for Defendants

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

Dated: _____

By: _____
BILAL AHMAD

Dated: _____

By: _____
Counsel for Plaintiff and the Settlement Class

Dated: _____

By: _____
FATHOM REALTY FL LLC

Name: _____

Title: _____


Dated: _____

By: _____
FATHOM REALTY HOLDINGS LLC

Name: _____

Title: _____

Dated: 9/23/25



Counsel for Defendants

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

Dated: 09/17/25 _____

By: 
Bilal Ahmad (Sep 17, 2025 12:25:32 EDT)
BILAL AHMAD

Dated: 09/17/25 _____

By: 
Christopher Berman (Sep 17, 2025 10:57:53 EDT)
Counsel for Plaintiff and the Settlement Class

Dated: _____

By: _____
FATHOM REALTY FL LLC

Name: _____

Title: _____

Dated: _____

By: _____
FATHOM REALTY HOLDINGS LLC

Name: _____

Title: _____

Dated: _____

Counsel for Defendants

FinalFathomSA copy

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Christopher Berman (cberman@shamisgentile.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1f5vnbQTo3po6G4cNHZThvz-zYu-a2Jx

"FinalFathomSA copy" History









-  Document created by Christopher Berman (cberman@shamisgentile.com)
2025-09-17 - 2:53:49 PM GMT
-  Document emailed to Bilal Ahmad (billyahmad13@icloud.com) for signature
2025-09-17 - 2:53:54 PM GMT
-  Document emailed to Christopher Berman (cberman@shamisgentile.com) for signature
2025-09-17 - 2:53:54 PM GMT
-  Email viewed by Christopher Berman (cberman@shamisgentile.com)
2025-09-17 - 2:57:21 PM GMT
-  Document e-signed by Christopher Berman (cberman@shamisgentile.com)
Signature Date: 2025-09-17 - 2:57:53 PM GMT - Time Source: server
-  Email viewed by Bilal Ahmad (billyahmad13@icloud.com)
2025-09-17 - 4:24:48 PM GMT
-  Document e-signed by Bilal Ahmad (billyahmad13@icloud.com)
Signature Date: 2025-09-17 - 4:25:32 PM GMT - Time Source: server
-  Agreement completed.
2025-09-17 - 4:25:32 PM GMT

Exhibit 1

Fathom Realty Settlement**CLAIM FORM****Case No. 2025-013426-CA-01**

Return this Claim Form to: Claim Administrator, PO Box xxxx, City, State xxxxx- xxxx. Questions, visit www.fathomtexassettlement.com 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.

YOUR CONTACT INFORMATION

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

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

Telephone Number on the Date(s) you Received a Text Message: (_____)_____-_____
Email address (if any): _____

Current Phone Number: (_____)_____-_____
(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 that I received more than one text message in a twelve-month period by or on behalf of Fathom Realty's former agent, Marcus Edwards, between August 15, 2021, and December 15, 2024, that my telephone number had been listed on the National Do Not Call Registry for at least thirty days at the time of the messages, and that I did not consent to receive messages from Mr. Edwards.

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

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

Signature: _____ **Date:** _____

Print Name: _____

If you have questions, you may call the Claim Administrator at 1-xxx-xxx-xxxx.

Exhibit 2

If You Received More than One Text Message by or on behalf of former Fathom Realty real estate agent Marcus Edwards while your telephone number had been listed on the National Do Not Call Registry, You May Be Entitled to a Payment from a Class Action Settlement

A settlement has been reached in a class action lawsuit (the “Settlement”) alleging that Fathom Realty FL LLC and Fathom Realty Holdings, LLC, (collectively “Fathom”) texted the cell phones of Settlement Class Members more than once within a 12-month period while the Settlement Class Members’ telephone numbers were listed on the National Do Not Call Registry (“NDCR”) in violation of the Telephone Consumer Protection Act (“TCPA”). Fathom denies that it violated any laws or that it did anything wrong. The Court has not decided who is right.

Who’s Included? There is one class: the National Do Not Call Registry Class (hereinafter referred to as the “Settlement Class”). This includes the following Settlement Class Members:

All persons in the United States who are listed in the Settlement Class Data as having been sent between August 15, 2021 and December 15, 2024 (1) more than one text message by or on behalf of Marcus Edwards; and (2) where the person’s telephone number had been listed on the National Do Not Call Registry for at least thirty days at the time of the messages.

What Are the Settlement Terms? Fathom has agreed to pay Settlement Class Members who submit a valid Claim Form, notice and administration costs of the Settlement, attorneys’ fees and expenses incurred by Class Counsel, and a service award for 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 in the amount of up to **\$48.00 per marketing text message**, after any attorneys’ fees, costs, and expenses awarded to Class Counsel, and a service award to the named Plaintiff, have been deducted. If the amount of the Settlement Fund is insufficient to pay the stated amounts per message to each Settlement Class Member who files a valid Claim Form, payments will be reduced and paid on a *pro rata* (a legal term, meaning “equal share”) basis. Settlement Class Members need only to submit one Claim Form to receive payment for all text messages that Settlement Class Member received.

How Do I Submit a Claim Form? To be paid, you must submit a Claim Form by the deadline stated below. You may download a Claim Form at the Settlement Website, www.fathomtcpasettlement.com, request a Claim Form by calling the Settlement Administrator at the toll-free number below, or if you received this Notice by mail, a pre-postmarked Claim Form has been attached herein. To be valid, a Claim Form must be completed fully and accurately, signed under penalty of perjury, and submitted timely. You may submit a Claim Form by U.S. mail, or file a Claim Form online. If you send in a Claim Form by U.S. mail, it must be postmarked by **[INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE]**. Claim Forms submitted online must be submitted by 11:59 p.m. EST on **[INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE]**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **[INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE]**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by making the filing

described below with the Court by **[INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE]**. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, Case Number 2025-013426-CA-01 settlement to:

Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC,
Case Number 2025-013426-CA-01
[INSERT COURT MAILING INFORMATION]

Also, you must send your objection to the Settlement Administrator, Class Counsel, and Counsel for Fathom **postmarked** no later than **Month DD, 20YY**, at the following addresses:

Fathom TCPA Settlement	Andrew Shamis	Darci F. Madden
P.O. Box XXXX	Shamis & Gentile, P.A.	Bryan Cave Leighton Paisner LLP
City, State xxxxx-xxxx	14 NE 1 st Ave., Suite 705	211 N. Broadway Suite 3600
	Miami, FL 33132	St. Louis, MO 63102

You must make your objection in writing and file it with the Court. The written objection must (a) contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class, including:

- 1) Your full name, address, telephone number, and personal signature;
- 2) A statement of your specific objections, and a detailed statement of the factual and legal basis for such objections;
- 3) The identity of all witnesses, including the witness's name and address, and a summary of such witness's proposed testimony and documents that you would like the Court to consider;
- 4) The name and contact information of any attorney you intend to have assert your objections before the Court; and
- 5) A statement whether you and your attorney(s) intend to appear at the Final Approval Hearing. If your attorney intends to appear at the Final Approval Hearing they must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the date set by the Court in its Preliminary Approval Order and include the full caption and case number of each previous class action case in which such counsel has represented an objector. If you are represented by counsel and your counsel intends to speak at the Final Approval Hearing, the written objection must include a detailed statement of the specific legal and factual basis for each and every objection and a detailed description of any and all evidence you may offer at the Final Approval Hearing, including copies of any and all exhibits that you may introduce at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on **XXXXXXXXXX** to consider whether to approve the Settlement, a request for attorneys' fees of up to 30% of the Settlement Fund not to exceed \$854,236.80, and service award of \$10,000.00 to the Plaintiff. You may appear at the hearing, either yourself or through an attorney you hire, but you don't have to. For more information, call or visit the Settlement Website.
www.Fathomtcpasettlement.com or 1- xxx-xxx-xxxx.

Exhibit 3

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

Case No.: 2025-013426-CA-01

Bilal Ahmad,
individually and on behalf of others
similarly situated,

CLASS ACTION

Plaintiff,

v.

Fathom Realty FL LLC d/b/a Fathom
Realty and Fathom Realty Holdings,
LLC,

Defendants.

_____ /

**[PROPOSED] AGREED 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 Bilal Ahmad (“Plaintiff”), on behalf of himself and all members of the Settlement Class, and Defendants Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC (collectively “Defendants”) (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 to take place on _____.

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 Defendants 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 Service Award to Plaintiff.

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 Settlement 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 a mediation and extensive settlement discussions and after the exchange and analysis of extensive information, including but not limited to information about the size and scope of the Settlement Class. Counsel for the Parties were therefore 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 thereof 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 he seeks to represent; (d)

Plaintiff as class representative has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class are ascertainable; and (g) a class action 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 are listed in the Settlement Class Data as having been sent between August 15, 2021 and December 15, 2024 (1) more than one text message by or on behalf of Marcus Edwards; and (2) where the person's telephone number had been listed on the National Do Not Call Registry for at least thirty days at the time of the messages.** The Settlement Class excludes the following: (1) the judge (including her staff) presiding over this case; (2) the United States District Judge and the United States Magistrate Judge (including their staff) who have presided over *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, Case Number 0:24-cv-61491-MD; (3) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants, and the officers, directors, agents, servants, or employees of Defendants; (4) any of the Released Parties; (5) the immediate family of any such person(s); any (6) Settlement Class Member who has timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. The Court finally appoints Andrew J. Shamis of Shamis & Gentile P.A; Christopher E. Berman of Shamis & Gentile, P.A.; and Scott A. Edelsberg of Edelsberg Law, P.A. as Class Counsel for the Settlement Class.

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

IV. NOTICE AND CLAIMS PROCESS

7. Consistent with the provisions of Fla. R. Civ. P. 1.220(d)(2), 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 most 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) informed Settlement Class Members the Final Approval Order will include all Settlement Class Members who do not request exclusion and that any Settlement Class Member who does not request exclusion may make a separate appearance within the time specified in the Class Notice, (iv) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (v) 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, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods;

(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.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel \$854,236.80 as reasonable attorneys' fees and costs, inclusive of the award of reasonable costs incurred in this Action. The Court finds that the requested fees are reasonable under the percentage of the fund for the reasons set forth herein. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

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 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 standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have 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 Agreement, 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 [REDACTED] Settlement Class Member(s) objected.

12. The Court awards a Service Award in the amount of \$10,000.00 to Plaintiff payable pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Class 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 Defendants and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in,

conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

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 all other 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 Releasing Persons (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submitted 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, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Settling 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 into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

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 Defendants or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendants of the truth of the facts alleged by any person, the validity of any claim 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 Defendants or any Released Party;

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

(c) offered by any person or received against Defendants 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. 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 herein and 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.

20. 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.

21. 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

and released delivered 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.

22. 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.

CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

Exhibit 4

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
*Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings,
LLC, Case No. 2025-013426-CA-01*

If from August 15, 2021, through December 15, 2024, you were sent more than one text message within a 12-month period by or on behalf of Fathom's former real estate agent, Marcus Edwards at times when your telephone number had been listed on the National Do Not Call Registry for at least 30 days at the time the messages were sent, you could get a payment from a class action settlement.

A state court authorized this Notice. This is not a solicitation from a lawyer.

- Defendants, Fathom Realty FL LLC and Fathom Realty Holdings, LLC, (collectively "Fathom") have agreed to pay up to \$2,847,456.00 into a settlement fund from which eligible persons ("Settlement Class Members") who file a valid Claim Form will receive up to \$48.00 cash award per text message.
- Fathom is a privately managed real estate company headquartered in Cary, North Carolina.
- The settlement resolves a lawsuit involving allegations that class members received text messages sent by or on behalf of former Fathom Realty real estate agent, Marcus Edwards, within a 12-month period while the contacted telephone number had been listed on the National Do Not Call Registry for at least 30 days in alleged violation of the Telephone Consumer Protection Act ("TCPA"). Fathom denies all allegations of wrongdoing in the lawsuit. As part of the proposed settlement, Fathom does not admit to any wrongdoing and continues to deny the allegations against it. The Court has not decided who is correct.
- 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 BY DATE <u>[INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE]</u>	This is the only way to receive a payment. Give up the right to ever be part of any other lawsuit against Fathom about the telemarketing legal claims released in this lawsuit.
EXCLUDE YOURSELF BY DATE <u>[INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE]</u>	Get no payment. This is the only option that allows you to be part of any other lawsuit against Fathom about the telemarketing legal claims released in this lawsuit.
OBJECT BY DATE <u>[INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE]</u>	Write to the Court explaining why you do not like the settlement.
ATTEND A HEARING ON DATE	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up the right to ever be part of any other lawsuit against Fathom about the telemarketing legal claims released in this lawsuit.

BASIC INFORMATION

The purpose of this Notice is to let you know that a proposed settlement has been reached in the above class action lawsuit. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your legal rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your legal rights under it.

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class. Here, the class representative alleges that Fathom violated the TCPA by sending text messages to Class members whose telephone numbers had been listed on the National Do Not Call Registry for at least 30 days at the time the messages were sent from August 15, 2021 through December 15, 2024, via Fathom's former real estate agent Marcus Edwards. The Court has certified one class for settlement purposes only (the "Settlement Class"). The Honorable Migna Sanchez-Llorens of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "Court") oversees this class action. Fathom denies that it did anything wrong and denies that this lawsuit should be certified as a class action in litigation. The Court has not decided who is correct.

THE SETTLEMENT

The Court did not decide in favor of Plaintiff or Fathom on Fathom's liability under the TCPA. Instead, both sides agreed to a settlement of the legal claims in the complaint to avoid the cost of a trial, the risk and uncertainty of proceeding forward in the lawsuit, and to provide compensation for Settlement Class

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT
WWW.FATHOMTCPASETTLEMENT.COM

Members. The class representative and Class Counsel believe that the settlement is in the best interests of the Settlement Class.

WHO ARE MEMBERS OF THE SETTLEMENT CLASS?

You are in the “Settlement Class” if you are listed in records produced in this action as having received more than one text message from former Fathom real estate agent, Marcus Edwards within a 12-month period between August 15, 2021, through December 15, 2024 after you had registered your telephone number on the National Do Not Call Registry for 30 or more days. If you received notice regarding this via email or postcard it is because your number was listed as having been texted by Marcus Edwards on at least two occasions between August 15, 2021 and December 15, 2024 and therefore you may be a member of the Settlement Class. If you have questions about whether you are in the Settlement Class, you may call 1-XXX-XXX-XXXX or visit www.fathomtcpasettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

Fathom agrees to make available up to \$2,847,456.00 to pay Settlement Class Members who submit a valid Claim Form, after any attorneys’ fees, costs, and expenses awarded to Class Counsel, and a service award to the class representative, have been deducted. Settlement Class Members who submit a timely claim will receive up to \$48.00 per text message. If the amount of the Settlement Fund is insufficient to pay up to \$48.00 per message to each Settlement Class Member who files a valid Claim Form, payments will be reduced and paid on a *pro rata* (a legal term meaning equal share) basis. In other words, your payment could decrease depending on the number of valid Claim Forms Settlement Class Members submit and the amount of the Settlement Fund available to pay claims. If, after all payments are processed, any money remains in the Settlement Fund, then the Settlement Administrator will return the remaining money in the Settlement Fund to Fathom.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

To qualify for payment, you must submit a valid Claim Form by **INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE**. There are multiple ways to submit a Claim Form. You may submit a Claim Form online by going to the Settlement Website at www.fathomtcpasettlement.com and following the directions found there. A paper Claim Form is also available upon request by calling the Settlement Administration at **1-XXX-XXX-XXXX**. Read the instructions on the Claim Form carefully, fill out the form, sign it, and submit it online or mail it **postmarked** no later than **INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE**.

Claim forms will be rejected if they are not: (a) submitted timely and in accordance with the directions on the claim form, (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form, and (c) signed by the Settlement Class Member under penalty of perjury.

The Court will hold a hearing on **INSERT DATE OF FINAL APPROVAL HEARING** to decide whether to approve the settlement. If the settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. No payments will be made until the Court approves the settlement at the hearing and all appeals are final. Please be patient.

Unless you exclude yourself, you are staying in the Settlement Class, and you will remain a Settlement Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit against Fathom regarding any text messages received from Fathom during the Class Period, including, but not limited to, claims asserted in the lawsuit or arising out of the facts and circumstances asserted in the lawsuit. If the settlement is approved and becomes final and not subject to appeal, then you and all Settlement Class Members release all “Released Claims” against all “Released Parties.” It also means that all of the Court’s orders will apply to you and legally bind you. The Settlement Agreement (available at www.fathomtcpasettlement.com) describes the legal claims you are releasing (the “Released Claims”) and against whom you are releasing legal claims (“Released Parties”) in detail, so read it carefully. To summarize, the release includes, but is not limited to, TCPA and claims arising out of or related to any text messages received from Fathom during the Class Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Fathom, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class. To exclude yourself from the settlement, you must send a letter saying that you want to be excluded from the *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, Case Number 2025-013426-CA-01 settlement. You must sign the letter and include a statement that you wish to be excluded from this action. Please be sure to include your name, address and telephone number and signature. You must mail your exclusion request **postmarked** no later than **INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE** to the following address:

Fathom TCPA Settlement
Exclusion Requests
P.O. Box XXXX
Portland, OR 97xxx-xxxx

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. Mass requests for exclusion are not allowed.

THE LAWYERS REPRESENTING YOU

The Court has appointed Andrew Shamis and Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A. to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be personally charged by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel will ask the Court to approve payment of 30% of the settlement fund not to exceed \$854,236.80. This payment will compensate Class Counsel for investigating the facts, litigating the lawsuit, and negotiating the settlement. Class Counsel also will request a service award of up to \$10,000.00 for the named Plaintiff to compensate for the time and effort in pursuing this lawsuit on behalf of the Settlement Class. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT
WWW.FATHOMTCPASETTLEMENT.COM

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, Case Number 2025-013426-CA-01 settlement. You must make your objection in writing and file it with the Court. The written objection must (a) contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class, including:

- 1) Your full name, address, telephone number, and personal signature;
- 2) A statement of your specific objections, and a detailed statement of the factual and legal basis for such objections;
- 3) The identity of all witnesses, including the witness's name and address, and a summary of such witness's proposed testimony and documents that you would like the Court to consider;
- 4) The name and contact information of any attorney you intend to have assert your objections before the Court; and
- 5) A statement whether you and your attorney(s) intend to appear at the Final Approval Hearing. If your attorney intends to appear at the Final Approval Hearing they must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the date set by the Court in its Preliminary Approval Order and include the full caption and case number of each previous class action case in which such counsel has represented an objector. If you are represented by counsel and your counsel intends to speak at the Final Approval Hearing, the written objection must include a detailed statement of the specific legal and factual basis for each and every objection and a detailed description of any and all evidence you may offer at the Final Approval Hearing, including copies of any and all exhibits that you may introduce at the Final Approval Hearing.

You must file the objection with the Court no later than **INSERT DATE 45 DAYS AFTER CLASS NOTICE DATE**.

Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC,
Case Number 2025-013426-CA-01
[INSERT COURT MAILING INFORMATION]

Also, you must send your objection to the Settlement Administrator, Class Counsel, and Counsel for Fathom **postmarked** no later than **Month DD, 20YY**, at:

Fathom TCPA Settlement
P.O. Box XXXX
City, State xxxxx-xxxx

Andrew Shamis
Shamis & Gentile P.A.
14 NE 1st Ave., Suite 705
Miami, FL 33132

Darci F. Madden
Bryan Cave Leighton Paisner LLP
211 N. Broadway Suite 3600
St. Louis, MO 63102

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT
WWW.FATHOMTCPASETTLEMENT.COM

Objecting simply means telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold the Final Approval Hearing at **X:00 x.m. on Month XX, XXXX**, before Honorable Migna Sanchez-Llorens of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida at 73 West Flagler Street, Miami FL 33130. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses, and the service award to the class representative. After the hearing, the Court will decide whether to approve the settlement. It is unknown how long these decisions will take.

Note: The date and time of the Final Approval Hearing is subject to change by Court Order. Any changes will be posted on the Settlement Website, www.fathomtcпасettlement.com.

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 attend the hearing to talk about it. As long as your written objection was filed by the deadline, and meets the other criteria described above and in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you do not have to. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you filed an objection and intend to appear at the hearing or to have a lawyer other than Class Counsel appear for you at that hearing, you must state your intention to do so in your objection. To speak or to have a lawyer other than Class Counsel speak on your behalf, you must state that in your objection. Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

If you do nothing, you will get no money from this settlement. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Fathom about the legal issues released in this lawsuit.

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.fathomtcпасettlement.com. You can also get a copy of the Settlement Agreement by writing to Class Counsel. You can call 1-XXX-XXX-XXXX toll free; write to Fathom TCPA Settlement, **P.O. Box XXXX, City, State Zip Code**; or visit the website at www.fathomtcпасettlement.com, where you will find answers to common questions about the settlement, a

Claim Form, plus other information to help you determine whether you are a member of the Settlement Class.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR FATHOM WITH
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT
WWW.FATHOMTCPASETTLEMENT.COM

Exhibit 5

Fathom Realty FL LLC and Fathom Realty Holdings, LLC ("Fathom")

Settlement

Settlement Administrator

P.O. Box xxxx

CITY, STATE 97xxx-xxxx

Court Ordered Legal Notice

You were identified as someone who is associated with <<Phone Number>>, a cellular number that may have been texted on more than one occasion by former Fathom Realty real estate agent, Marcus Edwards, between August 15, 2021 through December 15, 2024, while your telephone number had been listed on the National Do Not Call Registry for at least 30 days at the time the text messages were

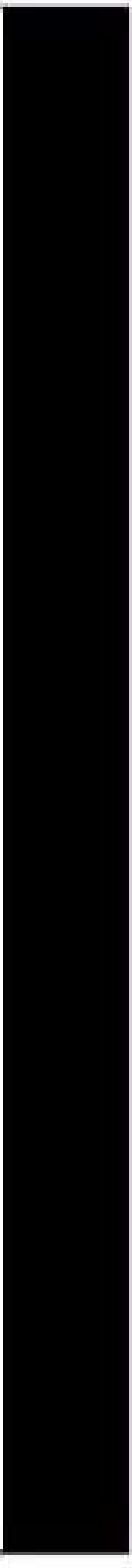
sent. If this is your cell phone number, then you may be a member of the Settlement Class(s).

Unique ID: <<UniqueID>>

PIN: <<PIN>>

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CTY, STATE ZIP>>
<<COUNTRY>>



By signing below, I attest that I received more than one text message within a 12-month period between August 15, 2021 and December 15, 2024, by or on behalf of Fathom Realty's former real estate agent Marcus Edwards at times when my phone number had been registered on the National Do Not Call registry for at least 30 days, and that I did not consent to receive messages from Mr. Edwards. . .

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

Signature:

Date (MM/DD/YY):

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<<MailID>>

A proposed settlement (the "Settlement") has been reached in a class action lawsuit, *Bilal Ahmad v. Fathom Realty LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, Case No. 2025-013426-CA-01.

The lawsuit alleges that Fathom Realty FL LLC and Fathom Realty Holdings, LLC ("Fathom"), through its former real estate agent, Marcus Edwards, texted cell phones of Settlement Class Members on more than one occasion after August 15, 2021, an attempt to sell its products and services after Settlement Class Members had registered in the National Do Not Call Registry in violation of the Telephone Consumer Protection Act ("TCPA"). Fathom denies that it violated any laws or that it did anything wrong. The Court has not decided who is right.

Who is included in the Settlement Class? The Settlement Class includes persons in the United States who were listed in the

Settlement Class Data as having been sent between August 15, 2021 and December 15, 2024 (1) more than one text message to or on behalf of Marcus Edwards; and (2) where the person's telephone number had been listed on the National Do Not Call Registry for at least thirty days at the time of the messages.

How much money can I get? If the Court approves the Settlement, each Settlement Class Member who submits a valid Claim Form by **Month DD, 20YY**, will receive up to \$48.00 per text message, unless the Settlement Fund is insufficient to pay \$48.00 to each Settlement Class Member per message, after any attorneys' fees, costs, and expenses, and service awards have been deducted, in which case payments will be reduced proportionally (by a percentage), i.e. *pro rata*. You must file a claim at www.fathomcpasettlement.com or return the attached claim form **postmarked by Month DD, 20YY**, to receive a payment.

When will the Settlement be finally approved? The Court will hold a Final Approval Hearing on **Month DD, 20YY**. Consider whether to approve: the proposed Settlement as fair, reasonable, and adequate; Class Counsel's request of up to 30% of the Settlement Fund for attorneys' fees, costs, and expenses; and a \$10,000.00 service award to the Class Representative. The Court will also hear any timely filed objections to the Settlement.

What are my legal rights? If you do not want to be legally bound by the Settlement, you may "opt out" (exclude yourself) from the Settlement. If you opt out, you will not receive a payment and you will not be bound by the settlement. To exclude yourself, you must mail your request for exclusion **postmarked by Month DD, 20YY**, following all of the instructions listed in the long-form notice posted at www.fathomcpasettlement.com. You may also object to the Settlement by filing an objection with the Court by **Month DD, 20YY**.

This notice is a summary. Learn more about the settlement at www.fathomcpasettlement.com or call 1-XXX-XXV-XXXX.



PLACE
STAMP
HERE

Fathom Realty FL, LLC and Fathom Realty Holdings,

LLC ("Fathom") Settlement

ADMINISTRATOR

P.O. BOX XXXXX

CITY, STATE 97XXX-XXXX



Exhibit 6

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

CASE NO. 2025-013426-CA-01

BILAL AHMAD,
individually and on behalf of others
similarly situated,

Plaintiff,

v.

FATHOM REALTY FL LLC D/B/A
FATHOM REALTY and FATHOM
REALTY HOLDINGS, LLC,

Defendants.

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

Plaintiff, Bilal Ahmad (“Plaintiff”), and Fathom Realty FL LLC D/B/A Fathom Realty and Fathom Realty Holdings, LLC, (collectively “Fathom”) (collectively the “Parties”) have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release. The Parties reached the Settlement through arm’s-length negotiations with the help of experienced mediator, Rodney Max of Upchurch Watson White & Max. 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 certified for settlement purposes only; (3) the persons and entities identified below should be 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, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for 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 Service Awards 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.
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. Florida Rule of Civil Procedure 1.220 (“Class Actions”) is patterned after Rule 23 of the Federal Rules of Civil Procedure; consequently, Florida courts consider case law interpreting Rule 23 as persuasive. *Broin v. Philip Morris Co.* 641 So.2d 888, n.1 (Fla. 3d DCA 1994). 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 that it would consider in connection with a proposed litigation class – *i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(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.*; *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.

National Do Not Call Registry Class: All persons in the United States who are listed in the Settlement Class Data as having been sent between August 15, 2021 and December 15, 2024 (1) more than one text message by or on behalf of Marcus Edwards; and (2) where the person’s telephone number had been listed on the National Do Not Call Registry for at least thirty days at the time of the messages.

The Settlement Class excludes the following: (1) the judge (including her staff) presiding over this case; (2) the United States District Judge and United States Magistrate Judge (including their staff) who have presided over *Bilal Ahmad v. Fathom Realty FL LLC d/b/a Fathom Realty and Fathom Realty Holdings, LLC*, Case Number 0:24-cv-61491; (3) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants, and the officers, directors, agents,

servants, or employees of Defendants; (4) any of the Released Parties; (5) the immediate family of any such person(s); any (6) Settlement Class Member who has timely opted out of this proceeding; and (7) 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 3,742 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). 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 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same

legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 1.220 relates to: (1) whether the proposed class representative has interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314 (S.D. Fla. 2001). 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 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, Rule 23(b)(3) requires that “[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). 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, each member of the Settlement Class has claims that arise from the same or similar alleged Defendant's practices as well as the same legal theories.

7. The Court appoints Plaintiff Bilal Ahmad, as the Class Representative.

8. The Court appoints the following attorneys and firms as Class Counsel: Andrew J. Shamis and Christopher E. Berman of Shamis & Gentile, P.A, along with Scott A. Edelsberg of Edelsberg Law, P.A..

9. The Court recognizes that Defendants reserve all of their 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. Defendants 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, together with all exhibits thereto, 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 notices, 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 Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for 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. Simpluris, Inc. shall serve as the Administrator.

14. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Class notices substantially in the forms attached to the Settlement 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 and approved by this Preliminary Approval Order. The Class Notice program shall include, to the extent necessary, Mail Notice and the Long-Form Notice, as set forth in the Settlement and below.

Notice

19. The Administrator shall administer Notice as set forth in the Settlement. The Notice shall be completed no later than 75 days prior to the Final Approval Hearing.

Settlement Website

24. 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 to the Settlement, the Long-Form Notice, the Preliminary Approval Order, the Complaint, and, when filed, the Final Approval Order, along with other such documents as Class Counsel and counsel for Defendants agree to include. These documents shall remain on the Settlement Website until at least 60 days following the Claim Deadline.

25. 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

26. A Final Approval Hearing shall be held before this Court on _____, 2025 at _____.m. 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 Service Awards for the Class Representative should be granted.

27. 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 and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be received by all those listed in the Long-Form Notice on or before the last day of the Opt-out Period, which is 45 days after the Class Notice Date and at least 30 days before the Final Approval Hearing ("Opt-Out Deadline"), and mailed to the addresses indicated in the Long Form Notice.

28. Any Settlement Class Member may object to the Settlement, Class Counsel's Fee Application, or the request for Service Awards for Plaintiff. Any such objections must be mailed to the Clerk of the Court and Settlement Administrator, 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 Date, as set forth in the Notice. 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 on which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;

- e. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- f. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- h. the objector's signature (an attorney's signature is not sufficient).

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

29. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for Service Awards for Plaintiff, no later than _____, which is 20 days before the Final Approval Hearing.

30. Plaintiffs and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request Service Awards for Plaintiffs no later than _____, which is 10 days before the Final Approval Hearing.

Effect of Failure to Approve Settlement

31. 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, or the Settlement 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 Defendants or Plaintiff on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated 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

32. 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 any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

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

<u>Event</u>	<u>Date</u>	<u>Timeline</u>
Deadline for Completion of Notice		75 days prior to Final Approval Hearing
Deadline for claims, opting-out of the Settlement, and for submission of Objections		45 days after the Class Notice Date (and at least 30 days before the Final Approval Hearing)
Deadline for filing Motions for Final Approval of the Settlement and Class Counsel's Fee Application and expenses and for Service Awards		20 days before the Final Approval Hearing
Deadline for Responses to Objections		10 days before the Final Approval Hearing
Final Approval Hearing	TBD	No sooner than 90 days after Preliminary approval and at least

		75 days after the Class Notice Date
--	--	----------------------------------------

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

Circuit Court Judge

Copies furnished to: Counsel of Record