IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

Case No.: 2026LA000850

HAZEM ARMAN,
individually and on behalf of others
similarly situated,

Plaintiff,

v.

AL PIEMONTE NISSAN,

Defendant.
_____/

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 Hazem Arman ("Plaintiff" or "Settlement Class Representative"), on behalf of himself and the Settlement Class, and Defendant Al Piemonte Nissan, Inc. ("Defendant"). Plaintiff and Defendant will sometimes be referred to together as the "Parties," or, individually, as a "Party."

WHEREAS, Plaintiff previously filed a class action complaint on behalf of himself and a putative class in the United States District Court for the Northern District of Illinois, Case Number 1:25-cv-05181 (the "First Action");

WHEREAS, in the First Action, no class was certified and the matter was dismissed without prejudice;

WHEREAS, Plaintiff filed a Class Action Complaint (the "Action") on behalf of himself and a putative class in the lawsuit styled *HAZEM ARMAN v. AL PIEMONTE NISSAN*, in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, Case Number 2026LA000850, which asserts claims under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227;

WHEREAS, Plaintiff alleges that he and members of the settlement class received unsolicited telemarketing text messages from Defendant while their telephone numbers were listed on the National Do Not Call Registry, which allegedly harmed him and the settlement 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, Defendant denies the Allegations, denies that this matter is appropriate for class certification or class relief, and that Plaintiff or any settlement class member is entitled to any relief, including declaratory or injunctive relief, statutory damages, attorney's fees or costs;

WHEREAS, with the assistance of Ret. Patrick J. Sherlock, the Parties and their counsel engaged in two intensive arm's-length mediations 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 Defendant's 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 Settlement Class Representatives and his lawyers—Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A. — as Settlement Class Counsel in this case;

WHEREAS, based on their investigation and discovery in the Action and the experience of Settlement Class Counsel, Plaintiff and Settlement 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 Defendant desire to resolve the dispute between them;

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

WHEREAS, Defendant denies any and all fault, liability, or wrongdoing to the Settlement Class Representative and to the Settlement Class. Nonetheless, Defendant believes 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, to avoid the burden and expense of protracted litigation.

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, Inc, which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Settlement Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Settlement 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 administrating this Agreement, subject in all cases to approval by Settlement Class Counsel and Counsel for Defendant. Settlement Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of

agreement, either Settlement Class Counsel or Defendant 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 Settlement 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 Settlement 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 Notice Deadline. 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 or voucher containing the Claim Settlement Payment for each Settlement Class Member who submits a valid and timely Claim.

H. "Claim Settlement Payment" means the payment, in the form of either a non-expirable voucher valued at $100.00 (which can be redeemed for any products or services from Defendant) or a cash payment of $20.00 at the Settlement Class Member's election, 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. "Settlement Class Counsel" means: (a) Christopher Berman, Shamis & Gentile, P.A., 13 NE 1st Avenue, Suite 705, Miami, FL 33132, and (b) Scott Edelsberg, 20900 NE 30th Avenue, Suite 417, Aventura, FL 33180.

J. "Settlement 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. "Settlement Class Notice Date" or "Notice Deadline" means the last date on which Settlement Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as forty-five (45) days after the Preliminary Approval Hearing.

L. "Settlement Class Period" means the time period from May 9, 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, including information identified as Confidential subject to the Confidentiality Order entered in the First Action and in the present case pending in this Court.

N. "Counsel for Defendant" means: Ira Levin and Danielle Gould at Burke, Warren, MacKay & Serritella, P.C., 330 N. Wabash Ave., Suite 2100, Chicago, IL 60611.

O. "Court" means the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

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

Q. "Effective Date" means the day when the Settlement is Finally Approved.

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. This Agreement is "Finally Approved" as of the later of the date that (i) the time has run for any appeals from the Final Approval Order or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement. If no objection has been filed, and therefore nobody has standing to file an appeal, "Finally Approved" means the day which the Court enters the Final Approval Order.

U. "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 Illinois 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 Settlement Class Counsel's application for attorneys' fees and expenses and the Service Award for the Settlement 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.

V. "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.

W. "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.**

X. "Notice" means the Mail Notice and E-mail Notice that will mailed and e-mailed by the Administrator to those who may be Settlement Class Members.

Y. "Notice and Administrative Costs" means the reasonable costs and expenses authorized by the Court and approved by Settlement Class Counsel and Counsel for Defendant of disseminating the Settlement 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 and/or e-mail addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

Z. "Objection Deadline" means the date identified in the Preliminary Approval Order and Settlement 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 Notice Deadline.

AA. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Settlement Class Notice by which a Request for Exclusion must be submitted in 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 Notice Deadline.

BB. "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.

CC. "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 similar or related laws, including state and local statutes and laws, regarding any text messages sent to and/or communications (including telephone calls) made to Settlement Class Members by Defendant, or that were or could have been claimed, raised or alleged in this Action to the extent they arise from or relate to such messages or communications sent by or on behalf of Defendant from May 9, 2021, through the date of Preliminary Approval, as of the date of a final Court order approving the Settlement and dismissing the case with prejudice.

DD. "Released Parties" means Defendant and any vendors, contractors, or agents that were involved in any way with text messages and/or communications, including telephone calls. 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.

EE. "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 entireties, agents, attorneys and all those who claim through them or on their behalf.

FF. "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.

GG. "Service Award" means any approved payments to the Settlement Class Representative.

HH. "Settlement" means the settlement set forth in this Agreement.

II. "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:

> **<u>Do Not Call Registry Class</u>: All persons in the United States who from May 9, 2021 through the date of execution of the Preliminary Settlement Approval (1) were sent a text message or received a phone call by or on behalf of Defendant; (2) more than one time within any 12-month period; (3) where the person's residential telephone number had been listed on the National Do Not Call Registry for at least thirty days prior to the communication; (4) for the**

purpose of selling Defendant's products and services; and (5) for whom there was no established business relationship or prior express written consent provided.

The Settlement Class excludes the following: (1) the judge (including her staff) presiding over this case; (2) the judge(s) (including their staff) who have presided over *Hazem Arman v. Al Piemonte Nissan*, Case Number 1:25-cv-05181; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any Settlement Class Member who has timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

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

KK. "Settlement Class Data" means data relating to approximately 37,000 persons who according to Plaintiff and Defendant's records may be members of the Settlement Class. The Settlement Class Data shall be treated as Confidential Information.

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

MM. "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.

NN. "Settlement Fund" means the total maximum amount, consisting of up to $3,700,000.00 in vouchers and/or up to $740,000.00 in cash, that Defendant 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.

OO. "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 Settlement Class Counsel and the Defendant agrees 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.apntcpasettlement.com or such other URL as Settlement Class Counsel and Defendant agrees upon in writing. Ownership of the Settlement Website URL shall be transferred to Defendant 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, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant's conditional agreement is contingent on (i) the Parties' execution of this Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible and not subject to discovery in any court or proceeding (state or federal) under all applicable rules, including Fed. R. Evid. 408 and analogous state provisions, including Illinois rules of evidence. If for any reason the settlement is

not granted preliminary and final approval, Defendant's agreement to certification of the Settlement Class shall not be used for any purposes, including any request for class certification in the Action or any other proceeding.

Defendant denies all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendant has agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Settlement Class Representatives and Settlement Class Counsel agree that nothing herein shall constitute or be construed as an admission or waiver by Defendant of any kind, and, if preliminary or final approval is denied or vacated, Defendant retains all defenses to class certification and the merits as if no settlement negotiations had occurred.

B. Settlement Class Relief

1. Claim Settlement Payments to Settlement Class

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

Defendant shall make available the Settlement Fund, consisting of up to $3,700,000.00 in vouchers and/or up to $740,000.00 in cash, available for payment of claims submitted by Settlement Class Members, Attorneys' Fees, all Notice and Administration Costs, and any Service Award. The Settlement Fund represents the maximum amount of consideration to be paid by Defendant.

Settlement Class Members must submit a timely, valid, and verified Claim Form, by the Claim Deadline in the manner required by this Agreement, to receive a Claim Settlement Payment from the Settlement 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 receive, at the Settlement Class Member's election, either a voucher in the amount of $100.00 or a cash payment in the amount of $20.00. However, if necessary, the total amount each Settlement Class Member receives may be reduced 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 Settlement Class Member shall only have to submit one claim to receive payment for all text messages sent and communications made to that Settlement Class Member. In no event shall Defendant be responsible for any claims, fees, or Settlement Costs exceeding the amount of the Settlement Fund.

No later than forty-five (45) days after the Effective Date and only after receiving a timely, valid, correct, and verified Claim Form, the Administrator shall send, by first-class mail, a Claim Settlement Check or voucher to each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form, in accordance with the Settlement Class Member's election. 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.

Attorneys' Fees, Notice and Administration Costs, and any Service Award will be paid by Defendant from the Settlement Fund as described and limited below.

Except as provided in this Section, Defendant 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, Settlement Class Counsel shall submit to the Court an Unopposed or Agreed Motion for Preliminary Approval of this Agreement. Counsel for Defendant 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 Settlement Class Counsel and Defendant's Counsel.

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 Settlement 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 Settlement Class Counsel's application for attorneys' fees, costs, and expenses and for a Service Award for the Settlement 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 Settlement 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 Settlement Class Counsel and Defendant's Counsel. 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 Defendant, 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 Defendant will not oppose, a Service Award which will be paid from the Settlement Fund of no more than $5,000.00. 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 Settlement Class Counsel will identify no

later than forty-five (45) days after the Effective Date and the date on which Defendant's counsel receives a completed W-9 form from Plaintiff.

2. Attorneys' Fees and Expenses

Settlement Class Counsel will request, and Defendant will not oppose, an award of Attorneys' Fees and Expenses of up to $225,000.00. To the extent the Court does not approve an attorneys' fees 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 Settlement Class Counsel shall not be a basis to terminate the Settlement. Settlement Class Counsel shall be responsible for allocating and shall allocate among Settlement Class Counsel any Attorneys' Fees and Expenses, and Defendant 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 Settlement Class Counsel and Defendant no later than forty-five (45) days after the Effective Date and the date on which Shamis & Gentile, P.A. provides a completed W-9 form to Defendant. Shamis & Gentile, P.A. shall handle any distribution of Attorneys' Fees and Expenses between Settlement Class Counsel. Defendant 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, Inc. as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other

obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Settlement 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/email 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.

Defendant agrees to pay Notice and Administrative Costs up to $30,000.00 and no more, which shall be paid by Defendant out of the Settlement Fund. Any Notice and Administrative Costs exceeding $30,000 shall be paid by Settlement Class Counsel. Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Settlement Class Counsel, or the Administrator or issue any 1099s, if any. The Administrator will invoice Defendant directly for start-up and initial Settlement Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendant monthly for incurred fees and expenses thereafter, which shall be paid ***only*** after Final Approval of this Agreement. If this Agreement is not approved, Defendant bears no obligation to pay such pre-approval costs incurred. The Administrator will complete and provide to Defendant any W-9 forms

necessary for Defendant to pay for the Notice and Administrative Costs. Administrator shall be responsible for all tax reporting, including issuance of any required Forms 1099-MISC to Settlement Class Counsel, and the Settlement Class Representative; payments to Settlement Class Members shall be characterized as settlement of disputed claims for statutory damages.

B. Notice

1. Notice to the Settlement Class

Settlement Class Counsel and Defendant 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 Defendant, or otherwise be styled to appear to originate from Defendant. At Defendant's request, ownership of the Settlement Website URL shall be transferred to Defendant within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following distribution of the Net Settlement Fund to Settlement Class Claimants, or such other date as Settlement Class Counsel and Defendant may agree upon in writing.

2. Settlement Class Data

Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant—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 research to determine the mailing addresses and/or email addresses associated with each of the telephone numbers of the Settlement Class Members. Settlement Class Counsel agrees that it shall not be entitled to the Settlement Class Data shared with the Administrator.

Administrator shall implement and maintain commercially reasonable information-security safeguards (including SOC 2 Type II–equivalent controls, encryption of Settlement Class

Data in transit and at rest, and least-privilege access), provide Defendant written notice within seventy-two (72) hours of any suspected or actual data incident and cooperate in remediation, and, within sixty (60) days after final distribution, permanently delete or irreversibly pseudonymize all Settlement Class Data (retaining only what is required by Court order or applicable tax/reporting laws), and shall treat all such information as Confidential Information under this Agreement.

3. Notice

Notice shall be provided to the Settlement Class Members in up to four different ways as set forth herein. The Administrator, by the Settlement Class Notice Date, shall send Notice to Settlement Class Members for which the Administrator is able to determine the Settlement Class Members' mail and/or email 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. 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 Settlement Class Notice Date. The Administrator shall provide Settlement 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 email address is unknown or not discernable or for whom the E-mail Notice is returned as undeliverable, and a mail physical mail address is available instead, one 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, return service requested, instead. For these Settlement Class Members, the Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update existing mailing addresses (e.g., reverse telephone number look up, verification through the National Change of Address Database or other reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, mail the Mail Notice to all Settlement Class Members for whom an email address is unknown or not discernable through an email verification search, or for whom the E-mail Notice is returned as undeliverable, and a mail address is available instead. The Mail Notice shall be completed by the Settlement Class Notice Date. The Administrator shall provide Settlement Class Counsel and Defendant's Counsel a sworn declaration that confirms that the Mail Notice 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 4 hereto) will be posted to the Settlement Website, www.apntcpasettlement.com, and will contain more detail than the Email Notice and 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 Settlement Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement and Settlement Class Notice; the Long-Form Notice, the Preliminary Approval Order; the Complaint; and, when filed, the Final Approval Order. The Settlement Class Notice (as

well as the E-Mail Notice and Mail Notice) shall include the address (URL) of www.apntcpasettlement.com for the Settlement Website, where Settlement Class Members will find important documents and court filings, which will contain more detail than the Email Notice and Mail Notice. The Administrator shall maintain the Settlement Website until at least sixty (60) days following the Claim Deadline. The Settlement Website shall have a portal where Claim Forms can be submitted.

6. Toll-free Telephone Number

By the Settlement 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 sixty (60) days following the Claim Deadline.

C. <u>Claim Filing, Review, and Approval Process</u>

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 e-mail address (if any); (b) Settlement Class Claimant's residential telephone number that received a text message or call from Defendant, and (c) a representation under oath that he or she received a text message or call to a residential telephone number more than one time within any 12-month period and while the number identified was registered on the National Do Not Call Registry for at least thirty (30) days prior to the communications.

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 Settlement Class Member and per cellular telephone number that received a text message or call from Defendant, regardless of how many communications were received by the Settlement Class Member. Claim Forms can also be submitted via email to the Administrator or by mail to the Administrator.

3. Invalid Claims

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

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; that there is no duplication of claims whether by the same person or different persons regarding the same telephone number; and that the Settlement Class Claimant is identified on the Settlement Class list with the telephone number identified on the Claim Form.

The Administrator shall maintain a list of persons that submitted a Claim Form deemed invalid and shall provide a complete list to Defendant within seven (7) days following the close of the Claim Deadline, and/or a partial list prior to that deadline, as requested by Defendant. The Administrator shall, upon request, provide a copy of any Claim Form deemed invalid to Defendant. Defendant may, at its option, treat the claim as valid and direct the Administrator accordingly within thirty (30) days following the Administrator's provision of a complete list of invalid claims to Defendant.

The Administrator shall also maintain list of persons that submitted a Claim Form deemed valid by the Administrator and shall provide a complete list to Defendant within seven (7) days following the close of the Claim Deadline, and/or a partial list prior to that deadline, as requested by Defendant. The Administrator shall, upon request, provide a copy of any Claim Form deemed valid to Defendant. Defendant may, at its option, dispute the validity of any claim deemed valid by the Administrator on the grounds that: (i) Defendants' records indicate that no text messages or phone calls were made to the telephone number identified on the Claim Form; (ii) Defendants' records indicate that no more than one text message or phone call was made during any 12-month period and/or while the number identified was registered on the National Do Not Call Registry for at least thirty (30) days prior to the communication; (iii) Defendants' records indicate that text messages or phone calls were only made to the telephone number identified on the Claim Form during the period of an established business relationship and/or subject to prior express written consent; and/or (iv) records or other information supports that the telephone number identified on the Claim Form is a business number or number used for business purposes. Defendant shall inform the Administrator and Settlement Class Counsel of its dispute, and the basis for the dispute, as to any claim deemed valid by the Administrator within thirty (30) days of the Administrator's

provision of a complete list of valid claims to Defendant. Any dispute shall be resolved upon the claimant's provision of documentation contradicting the basis for Defendants' dispute and a representation under oath by the claimant denying Defendants' basis for dispute within thirty (30) days thereafter.

Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in the claim being deemed invalid, and Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid claims. The Administrator shall not receive any incentive for denying claims. Each Settlement Class Member who submits a valid and timely claim shall receive, at the Settlement Class Member's election, either a voucher valued at $100.00 or a cash payment of $20.00.

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 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 communication from Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Class."

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by 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 putative class action filed against any of the Released Parties.

If more than fifty (50) Settlement Class Members opt-out of the settlement, Defendant has the option to terminate this 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 Settlement Class Counsel and Counsel for Defendant with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

4. All Settlement Class Members Bound By Settlement

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

E. Objections

The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Settlement 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 Settlement 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, no later than the Objection Deadline.

2. Requirements

The requirements to assert a valid written objection shall be set forth in the Settlement 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 number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related

to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the objector's counsel that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

l. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Settlement 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 Settlement Class Counsel and Counsel for Defendant by the Objection Deadline.

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

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

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

The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of court. If the

person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member's counsel without further leave of court.

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 Settlement Class. Any part of the Settlement Fund that is not used to provide relief for the Settlement Class shall remain with Defendant. Any Attorneys' Fees and Expenses, any Service Award, and Notice and Administrative Costs, subject to the caps described above, will be paid by Defendant through the Settlement Fund.

2. Funding

From the Settlement Fund, Defendant, within twenty (20) business 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. Defendant's sole monetary obligation is to provide the Settlement Fund as set forth herein.

3. Distribution

The Administrator shall pay any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms within forty-five (45) days after the Effective Date.

G. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Administrator shall cease all processing, return or destroy Settlement Class Data. 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 Effective Date does not occur 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 Settlement Class Counsel or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 30 days (or such longer time as may be agreed in writing between Settlement Class Counsel and Counsel for Defendant).

In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Settlement 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 fees or expenses mentioned in this Agreement that have been incurred and are due to be paid by Defendant, the Administrator shall return the balance of the Settlement Fund to Defendant 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 Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Settlement 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 Settlement Class Representative, 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 Settlement 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 Settlement Class Representative, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts. The provisions of the Release shall apply according to their terms, regardless of the provisions of Section 1542 or 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.

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all claims that he may have against any of the Released Parties. 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; (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; and (f) that each satisfies Article III standing and Rule 23 adequacy as of execution and will not contest the scope of the Release and injunction approved by the Court.

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

Defendant denies any fault, liability, or wrongdoing for the claims alleged in the Action. Defendant believes that it is desirable that the Action be settled to avoid the burden and expense of 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 fault, liability, or wrongdoing of any Party, or of the truth of any allegations made by the Settlement Class Representative, on behalf of himself or the Settlement Class, against Defendant. Defendant expressly denies and disclaims any fault, liability, or wrongdoing. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except 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 she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Settlement Class Counsel and Counsel for Defendant, 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. No Violation of Law or Agreement

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

N. Successors

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

O. Choice of Law

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

P. Fair and Reasonable

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

Q. Headings

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

R. Exhibits

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

S. Counterparts

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

T. Facsimile and Electronic Mail

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

U. Warranty of Signature

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

V. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted against any Party. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

W. Confidentiality; Communications to Media and Public

The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application.

The Parties also agree that before the entry of Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendant.

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 and the Administrator. As part of their respective agreements to render services in connection with this Settlement, the Administrator shall consent to the jurisdiction of the Court for this purpose.

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

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

Dated: 09/02/26 By: Hazem Arman
Hazem Arman (Sep 2, 2026 17:06:27 CDT)

HAZEM ARMAN

Dated: 09/02/26

By:
Christopher Berman (Sep 2, 2026 10:56:37 EDT)

Counsel for Plaintiff and the Settlement Class

AL PIEMONTE NISSAN

Dated: 09 | 03 | 2026 By: Rosanna D. Piemonte

Name: Rosanna D. Piemonte

Title: President

Dated: 9/8/2026

Counsel for Defendant

EXHIBIT 1

<< Mail ID>>

Al Piemonte Nissan Settlement

CLAIM FORM

Case No. 2026LA000850

Return this Claim Form to: Claim Administrator, PO Box xxxx, City, State xxxxx- xxxx. Questions, visit www.apntcpasettlement.com or call **1-xxx-xxx-xxxx**.

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED BY [INSERT DATE 45 DAYS AFTER NOTICE DEADLINE] 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 or Call: (_____)_____– _____
Email address (if any):

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

Claim ID:

Settlement Class Member Verification

By submitting this claim form, I attest under penalties of perjury that I received more than one text message or call from Al Piemonte Nissan within any 12-month period while my residential telephone number was listed on the National Do Not Call Registry for at least thirty days, for the purpose of selling Defendant's products and services outside of any established business relationship and I did not provide prior express written consent. I further attest that the information provided herein is true and correct under penalties of perjury. Additional information regarding the Settlement can be found at www.apntcpasettlement.com.

Please select one of the following settlement payment options:

- ☐ **$20 Cash Payment; or**
- ☐ **$100 Voucher toward Defendant's products and services**

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 or Call from Al Piemonte Nissan While Your Residential Number was 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 alleging that Al Piemonte Nissan ("APN") sent text messages or made phone calls to residential phone numbers of Settlement Class Members on more than one occasion within a 12-month period concerning Al Piemonte's products and services while the consumers' telephone numbers were listed on the National Do Not Call Registry for at least thirty days in violation of the Telephone Consumer Protection Act ("TCPA"). Al Piemonte denies that it violated any laws or that it did anything wrong. The Court has not decided who is right.

Who's Included? The Settlement Class includes persons in the United States who were sent text messages by or on behalf of APN more than one time within any 12-month period, where the person's residential telephone number had been listed on the National Do Not Call Registry for at least thirty days, for the purpose of selling Al Piemonte's products and services, and the person was not in an established business relationship with APN nor did the person provide prior express written consent.

What Are the Settlement Terms? APN has agreed to pay settlement class members who submit a valid Claim Form and to pay for notice and administration costs of the Settlement, attorneys' fees and expenses incurred by counsel for the Settlement Class, and service awards for the named Plaintiff subject to certain limits set out in the Settlement Agreement. The Settlement Fund totals up to $3,700,000 in non-expirable vouchers (which may be redeemed with APN for any services or products) or $740,000 in cash. 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 receive a $100 voucher or $20 cash per person, after any attorneys' fees, costs, and expenses awarded to Settlement Class Counsel, administrative costs, and a service award to the settlement class representative, have been deducted. If the amount of the Settlement Fund is insufficient to pay 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 Al Piemonte. Settlement Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 45-days following the Effective Date. Settlement Class Members need only to submit one Claim Form to receive payment for all text messages and calls that Settlement Class Member received.

"How Do I Submit a Claim Form? To get a payment, you must submit a Claim Form by the deadline stated below. You may download a Claim Form at the Settlement Website, www.apntcpasettlement.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, file

a Claim Form online, or email your completed Claim form to EMAIL ADDRESS. If you send in a Claim Form by U.S. mail, it must be postmarked by **[INSERT DATE 45 DAYS AFTER NOTICE DEADLINE]**. Claim Forms submitted online must be submitted by 11:59 p.m. EST on **[INSERT DATE 45 DAYS AFTER NOTICE DEADLINE]**

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 NOTICE DEADLINE]**. 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 [**INSERT DATE 45 DAYS AFTER NOTICE DEADLINE]**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **xxxxxxxxxx** to consider whether to approve the Settlement, a request for attorneys' fees and costs of up to $225,000.00 from the Settlement Fund, and a service award of $5,000.00 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.apntcpasettlement.com **or 1- xxx-xxx-xxxx.**

EXHIBIT 3

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

HAZEM ARMAN, individually and on behalf of all others similarly situated,	)	**Case No.:** 2026LA000850
Plaintiff,	)	**CLASS ACTION**
v.	)	
AL PIEMONTE NISSAN,	)	
Defendant.		

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

On _____, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Hazem Arman ("Plaintiff"), on behalf of himself and all members of the Settlement Class, and Defendant Al Piemonte Nissan, Inc. ("Defendant") (collectively, the "Parties"). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Settlement 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 Defendant and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys' Fees and Expenses and whether and in what amount to award 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 735 ILCS 5/2-801 have been satisfied for settlement purposes for each Settlement Class Member in that Plaintiff alleges: (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 settlement 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 for settlement purposes is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to 735 Ill. Comp. Stat. 5/2-801, et seq. of the Illinois Code of Civil Procedure, the Court certifies the following "Settlement Class":

> **Do Not Call Registry Class: All persons in the United States who from May 9, 2021 through the date of execution of the Preliminary Settlement Approval (1) were sent a text message or received a phone call by or on behalf of Defendant; (2) more than one time within any 12-month period; (3) where the person's residential telephone number had been listed on the National Do Not Call Registry for at least thirty days prior to the communication; (4) for the purpose of selling Defendant's products and services; and (5) for whom there was no established business relationship or prior express written consent provided.**

The Settlement Class excludes the following: (1) the judge (including her staff) presiding over this case; (2) the judge(s) (including their staff) who have presided over *Hazem Arman v. Al Piemonte Nissan*, Case Number 1:25-cv-05181; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any 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 SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL

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

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

IV. NOTICE AND CLAIMS PROCESS

7. Consistent with the provisions of 735 ILCS 5/2-803, the Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Settlement 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 Settlement 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 735 ILCS 5/2-803, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Settlement 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 735 ILCS 5/2-803, 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 Settlement Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel up to $225,000.00 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 Settlement 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 Settlement Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Settlement Class Counsel achieved a favorable result for the Settlement Class by obtaining Defendant's agreement to provide significant monetary value to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Settlement Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Settlement 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) Settlement 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) Settlement Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Settlement Class Counsel's fee request and has approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Settlement Class Counsel's fee and cost request under the Settlement Agreement, Settlement Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Settlement Class Counsel's fee request, and ____ Settlement Class Member(s) objected.

12. The Court awards Service Award in the amount of $5,000.00 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 Settlement 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 Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all members of the Settlement 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 submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

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

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

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, 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 Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or

admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

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

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

IX. OTHER PROVISIONS

19. 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 Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, this ____ day of _____, 2026.

_____

[JUDGE]

Copies furnished to: Counsel of Record

EXHIBIT 4

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

DUPAGE COUNTY, ILLINOIS

Hazem Arman v.Al Piemonte Nissan, Case No. 2026LA000850

If (from May 9, 2021, through Preliminary Approval) you received more than one text message or call (within a 12-month period) sent by or on behalf of Al Piemonte Nissan selling its products or services, while your residential telephone number was listed on the National Do Not Call Registry for at least thirty days, you could get a payment from a class action settlement.

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

- Defendant Al Piemonte Nissan ("APN") has agreed to create a Settlement Fund, consisting of up to $3,700,000 in non-expirable vouchers (which may redeemed for any products or services from APN) and/or up to $740,000 in cash from which eligible persons ("Settlement Class Members") who file a valid Claim Form will receive either a $100 voucher or $20 cash payment (member's choice) per person. Settlement Class Members need only to submit one Claim Form to receive payment for all text messages and/or calls that Settlement Class Member received.
- APN is an automotive dealership.
- The settlement resolves a lawsuit involving allegations that settlement class members received text messages sent by, or calls from, or on behalf of APN within a 12-month period while their residential telephone numbers were listed on the National Do Not Call Registry for at least thirty days in alleged violation of the Telephone Consumer Protection Act ("TCPA"). APN denies all allegations of wrongdoing in the lawsuit, including on the grounds that it had an established business relationship or prior express written consent of persons it contacted by text or call. As part of the proposed settlement, APN 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[INSERT DATE 45 DAYS AFTER NOTICE DEADLINE]	This is the only way to receive a payment. Give up the right to ever be part of any other lawsuit against APN about the telemarketing legal claims released in this lawsuit.
EXCLUDE YOURSELF BY DATE[INSERT DATE 45 DAYS AFTER NOTICE DEADLINE]	Get no payment. This is the only option that allows you to be part of any other lawsuit against APN about the telemarketing legal claims released in this lawsuit.
OBJECT BY DATE[INSERT DATE 45 DAYS AFTER NOTICE DEADLINE]	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 APN 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 sue on behalf of a putative class of persons alleged to have similar claims. Should the court certify a class, then those persons deemed to be similarly situated are a class, or class members, and the person(s) pursing the lawsuit are the class representatives. One court resolves the issues for all class members, except those who exclude themselves from the class. Here, no class has been certified by the court, however, APN has agreed to resolve through a settlement class the allegations of the plaintiff that APN violated the TCPA by sending more than one text message or making more than one telephone call, from four years prior to the filing of this action through Preliminary Approval, by or on behalf of APN selling APN's products and services to residential telephone numbers listed on the National Do Not Call Registry for at least thirty days prior to the text or call absent express written consent or an established business relationship. The Court has certified a class for settlement purposes only (the "Settlement Class"). The Honorable David E. Schwartz of the Circuit Court of DuPage County, Illinois (the "Court") oversees this class action. APN 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 APN on APN´s alleged 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 Members. The settlement class representative and Settlement 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 a person in the United States who from May 9, 2021 through the date of execution of the Preliminary Settlement Approval was sent a text message or called by or on behalf of APN more than once within any 12-month period, where your residential telephone number had been listed on the National Do Not Call Registry for at least thirty days, for the purpose of selling APN's products and services absent provision of express written consent or an established business relationship. If you received notice regarding this via email or postcard it is because your number was contacted by APN during that time period 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.apntcpasettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

APN agrees to create Settlement Fund consisting of up to $3,700,000 in vouchers or up to $740,000 in cash to pay Settlement Class Members who submit a valid Claim Form, after any attorneys' fees, costs, and expenses awarded to Settlement Class Counsel, administrative costs, and a service award to the settlement class representative, have been deducted. Settlement Class Members who submit a timely claim will receive a $100 voucher or $20 cash payment (member's choice) per person. Settlement Class Members need only to submit one Claim Form to receive payment for all text messages and calls that Settlement Class Member received. If the amount of the Settlement Fund is insufficient to pay a $100 voucher or $20 cash payment 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 APN.

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 NOTICE DEADLINE]**. There are multiple ways to submit a Claim Form. You may submit a Claim Form online by going to the Settlement Website at www.apntcpasettlement.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 NOTICE DEADLINE].**

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 APN regarding any text messages or calls received from APN during the Settlement 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.apntcpasettlement.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 similar claims arising out of or related to any text messages or calls received from APN during the Settlement 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 APN, 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 *Hazem Arman v. Al Piemonte Nissan*, Case No. 2026LA000850 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 the notice deadline]** to the following address:

Al Piemonte Nissan TCPA Settlement
Exclusion Requests
P.O. Box XXXX
CITY, STATE 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 Christpher 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 Settlement 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. Settlement Class Counsel will ask the Court to approve payment of $225,000.00 from the Settlement Fund. This payment will compensate Settlement Class Counsel for investigating the facts, litigating the lawsuit, and negotiating the settlement. Settlement Class Counsel also will request a service award of up to $5,000.00 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

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 *Hazem Arman v. Al Piemonte Nissan,* Case No. 2026LA000850. You must make your objection in writing and file it with the Court. The written objection must 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;
5) A statement identifying the number of class action settlements you objected to in the last three years, and listing those cases by case name and number; and
6) 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 the notice deadline].**

Hazem Arman v. Al Piemonte Nissan,
Case No. 2026LA000850
[INSERT COURT MAILING INFORMATION]

Also, you must send your objection to the Settlement Administrator **postmarked** no later than **INSERT DATE 45 DAYS after the notice deadline**, at:

Al Piemonte Nissan TCPA Settlement
P.O. Box XXXX
City, State xxxxx-xxxx

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 the Honorable David E. Schwartz of the Circuit Court of DuPage County, Illinois, via [insert videoconference information or courtroom information]. 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 Settlement Class Counsel for attorneys' fees, costs, and expenses, and the service award to the settlement 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.apntcpasettlement.com.

DO I HAVE TO ATTEND THE HEARING?

No. Settlement 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, you must state your intention to do so in your objection. To speak, you must state that in your objection. Be sure to include your name, address, telephone number, that you are a Settlement 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 APN 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.apntcpasettlement.com. You can also get a copy of the Settlement Agreement by writing to Settlement Class Counsel. You can call 1-XXX-XXX-XXXX toll free; write to Al Piemonte Nissan TCPA Settlement, P.O. Box XXXX, City, State Zip Code; or visit the website at www.apntcpasettlement.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 <u>NOT</u> CONTACT THE COURT, THE JUDGE, OR AL PIEMONTE NISSAN WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT 5

Al Piemonte Nissan 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 number that may have been contacted on more than one occasion by Al Piemonte Nissan between May 9, 2021 through the date of Preliminary Approval, selling its products and services while your telephone number was listed on the National Do Not Call Registry for at least thirty days. If this is your phone number, then you may be a member of the Settlement Class.

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>>
<<CITY, STATE ZIP>>
<<COUNTRY>>



Unique ID: <<UniqueID>>

PROOF OF CLAIM FORM

In re: ***Hazem Arman v. Al Piemonte Nissan*** Case No. **2026LA000850.** You may file a claim online at www.apntcpasettlement.com or you may complete the steps below to file a claim by mail. Your claim **must** be filed online or by returning this claim form **postmarked** by **Month DD, 20YY**, to receive a payment.

First Name: MI: Last Name:

Address:

City: State: Zip Code:

Email Address:

Current Phone Number

\- -

By signing below, I certify under penalties of perjury that I received more than one text message or call to my residential telephone number <<Phone Number>> from Al Piemonte Nissan (APN) within any 12-month period, for

the purpose of selling Defendant's products and services, while my telephone number was listed on the National Do Not Call Registry for at least thirty days, and I did not have an established business relationship with APN or provide my express written consent to received texts and calls. I further certify under penalties of perjury this information is true to the best of my knowledge and that I am not submitting multiple claim forms.

Please select one of the following settlement payment options: ☐ $20 Cash Payment; or ☐ $100 Voucher

Signature: Date (MM/DD/YY):

<<MailID>>

A proposed settlement (the "Settlement") has been reached in a class action lawsuit, *Hazem Arman v. Al Piemonte Nissan*, Case No. 2026LA000850.

The lawsuit alleges that Al Piemonte Nissan contacted telephone numbers of Settlement Class Members more than one time within any 12-month period in an attempt to sell its products and services while such telephone numbers were listed on the National Do Not Call Registry for at least thirty days, in violation of the Telephone Consumer Protection Act ("TCPA"). Al Piemonte Nissan 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 from February 6, 2021 were sent a text message or call by or on behalf of Al Piemonte Nissan more than one time within any 12-month period,

where their telephone number had been listed on the National Do Not Call Registry for at least thirty days, for the purpose of selling Al Piemonte Nissan's products and services.

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 a $100 voucher or $20 cash per person, unless the Settlement Fund is insufficient to provide such payment to each Settlement Class Member, after any attorneys' fees, costs, and expenses, administrative costs, 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.apntcpasettlement.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**, to consider whether to approve: the proposed Settlement as fair, reasonable, and adequate; Settlement Class Counsel's request of up to $225,000 for attorneys' fees, costs, and expenses; and a $5,000 service award to the Settlement 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**. 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.apntcpasettlement.com **or call 1-xxx-xxx-xxxx.**

PLACE
STAMP
HERE

AL PIEMONTE NISSAN TCPA SETTLEMENT

ADMINISTRATOR
P.O. BOX XXXX
CITY, STATE 97XXX-XXXX

EXHIBIT 6

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

HAZEM ARMAN, individually and on behalf of all others similarly situated,	)	**CASE NO. 2026LA000850**
	)	
	)	**CLASS ACTION**
Plaintiff,	)	
	)	
	)	
v.	)	
	)	
	)	
AL PIEMONTE NISSAN,	)	
Defendant.		

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

Plaintiff, Hazem Arman ("Plaintiff"), and Al Piemonte Nissan ("APN" or "Defendant") (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, Ret. Patrick J. Sherlock. Plaintiff has moved for, and Defendant does not oppose, preliminary approval of a proposed class settlement which would resolve Plaintiff's claims brought under the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, *et seq.* on behalf of a putative class. Upon consideration of the motion, the Settlement Agreement, and the exhibits thereto, the Court **GRANTS** preliminary approval of the Settlement, and directs notice be sent to the Settlement Class, finding specifically as follows.[1]

I. Jurisdiction

1. The Court preliminarily finds that it has jurisdiction over the subject matter of this

[1] Unless otherwise defined herein, all terms used in this Order that are defined terms in the Settlement Agreement have the same meaning as set forth in the Settlement Agreement.

action and personal jurisdiction over the parties and the members of the Settlement Class described below.

II. 735 Ill. Comp. Stat. 5/2-801 Requirements

2. Pursuant to 735 Ill. Comp. Stat. 5/2-801, *et seq.* of the Illinois Code of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined as follows:

> **Do Not Call Registry Class: All persons in the United States who from May 9, 2021 through the date of execution of the Preliminary Settlement Approval (1) were sent a text message or received a phone call by or on behalf of Defendant; (2) more than one time within any 12-month period; (3) where the person's residential telephone number had been listed on the National Do Not Call Registry for at least thirty days prior to the communication; (4) for the purpose of selling Defendant's products and services; and (5) for whom there was no established business relationship or prior express written consent provided.**

3. The Court preliminarily finds that the proposed Settlement Class meets all the applicable requirements of 735 ILCS 5/2-801 and hereby certifies the Settlement Class for settlement purposes only. The Court hereby preliminarily finds, in the specific context of the Class Settlement, that:

(a) Numerosity: The Settlement Class satisfies the numerosity requirement of 735 ILCS 5/2-801(1) as Defendant has identified approximately 37,000 individuals who may be Settlement Class Members. Joinder of these widely dispersed, numerous Settlement Class Members into one suit for settlement purposes would be impracticable.

(b) Commonality: The Settlement Class satisfies the commonality and predominance requirement of 735 ILCS 5/2-801(2) for settlement purposes because Plaintiff alleges the claims in this case present questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual members.

(c) Adequacy: The Settlement Class Representative/Plaintiff and Settlement

Class Counsel satisfy the adequacy of representation requirement of 735 ILCS 5/2-801(3). The Settlement Class Representative/Plaintiff asserts that his interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members and, therefore, the Plaintiff will fairly and adequately represent the interests of the Settlement Class. Settlement Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, such that the Settlement Class Members will receive proper, efficient, and appropriate protection of their interests in the representation of their claims.

(d) The Controversy is Fairly and Efficiently Adjudicated as a Settlement Class Action: Finally, a class action is the most appropriate method for the fair and efficient adjudication of the controversy present in this action, satisfying the requirement of 735 ILCS 5/2-801(4). Class certification for settlement purposes only promotes efficiency, the interests of judicial economy, and uniformity of judgment because, among other reasons, the many members of the Settlement Class will not be forced to separately pursue the relatively small claims alleged in this action and seek relief in various courts. Thus, the class action mechanism for settlement purposes is the most fair and efficient method to resolve this dispute.

III. Preliminary Approval of the Settlement

4. Pursuant to the Settlement Agreement, the Defendant has agreed to pay up to $3,700,000 in non-expirable vouchers (which may be redeemed for any products or services offered by Defendant) and/or up to $740,000 in cash (collectively referred to as the "Settlement Fund"), to cover the Claim Settlement Payments, Settlement Class Counsel's Attorneys' Fees, administrative costs, and a service award. Settlement Class Members who file a valid claim pursuant to the Settlement Agreement will receive either a $100 voucher or $20 in cash. If the funds available to pay claims after such funds are reduced by the payment of the Service Award, administrative costs, and the Fee Award are insufficient to pay claims to each Settlement Class Member who files a claim, the claims of those Settlement Class Members who file a claim shall

be reduced and paid on a *pro rata* basis.

5. Pursuant to 735 ILCS 5/2-807, any amount remaining in the Settlement Fund after the payments to Settlement Class Members who submitted a valid claim, and, as capped in the Settlement Agreement, the Service Award to the Settlement Class Representative, administrative costs, and the Fee Award for Attorneys' Fees and Costs to Settlement Class Counsel, shall be returned to Defendant.

6. From the Settlement Fund, Defendant, within fifteen (15) days after the Effective Date, shall fund all amounts required by the Administrator for distribution of any settlement payment to Settlement Class Members who submit timely and valid Claim Forms.

7. Settlement Class Counsel fees, not to exceed $225,000, up to $30,000 in administration costs, and a service award not to exceed $5,000 will be paid by Defendant from the Settlement Fund.

8. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff's unopposed motion papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations conducted with an experienced and neutral mediator, Ret. Patrick J. Sherlock. The Court further observes that the Settlement Agreement is the product of nearly a year of litigation, including written discovery, the production of documents and data pertaining to the Settlement Class Members, independent data analysis and a day-long mediation which resulted in an initial impasse and later concluded with the assistance of Ret. Patrick J. Sherlock several days later. Having considered the motion for preliminary approval, the Settlement Agreement, and the exhibits thereto, and the record in this case, the Court finds that the Settlement falls within the range of possible approval

as fair, reasonable, adequate, and in the best interests of the Settlement Class. This finding is supported by, among other things, the complex legal and factual posture of the Action, the fact that the Settlement is the result of arms' length negotiations presided over by a neutral mediator, and the settlement benefits being made available to Settlement Class Members.

IV. Settlement Class Representative and Settlement Class Counsel

9. The Court preliminarily appoints Plaintiff Hazem Arman as the Settlement Class Representative.

10. The following attorneys and firms are preliminarily appointed as Settlement Class Counsel:

Christopher Berman, Esq.
SHAMIS & GENTILE, P.A.
14 NE 1st Ave., Suite 705
Miami, FL 33132
Telephone: (305) 479-2299

Scott Edelsberg, Esq.
EDELSBERG LAW, P.A.
20900 NE 30th Ave., Suite 417
Aventura, FL 33180
Telephone: (786) 289-9471

V. Notice and Administration

11. The Court appoints Simpluris, Inc. to perform the functions and duties of the Settlement Administrator set forth in the Settlement Agreement – including effectuating the Notice Plan – and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement.

12. The Court has carefully considered the notice program set forth in the Settlement Agreement. The Court finds that the notice program adequately protects the interests of the Settlement Class Members and satisfies fully the requirements of 735 Ill. Comp. Stat. 5/2-803,

and the requirements of due process.

13. The Court thus approves the notice program and the form, content, and requirements of the Notice described in and attached as exhibits to the Settlement Agreement. In approving the Notice Program, the Court directs Simpluris, Inc. to, among other things, provide notice to the Settlement Class in the manner set forth in the Settlement Agreement. The Settlement Administrator shall cause the Notice Plan to be completed on or before **(INSERT DATE 45 DAYS AFTER ENTRY OF PRELIMINARY APPROVAL ORDER)**. Settlement Class Counsel shall, prior to the Final Approval Hearing, file with the Court a declaration executed by the Settlement Administrator attesting to the timely completion of the notice program.

14. All costs of providing Notice to the Settlement Class, processing Claim Forms, and administering distributions from the Settlement Fund shall be paid by Defendant (up to $30,000) as part of the Settlement Fund, as provided by the Settlement Agreement.

VI. Claims and Exclusions

15. Each and every member of the Settlement Class shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, unless such persons request exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

16. A member of the Settlement Class wishing to file a claim or to request exclusion (or "opt-out") from the Settlement shall mail the request in written form, by first class mail, postage prepaid, and must be received no later than **(INSERT DATE 45 DAYS AFTER the notice deadline)** by the Settlement Administrator at the address specified in the Notice. In the written request for exclusion, the member of the Settlement Class must state his or her full name, address, telephone number, the name and case number of this Action, a clear and unequivocal

statement that the person wishes to be excluded from the Settlement Class, and the signature of such person or, in the case of a person in the Settlement Class who is deceased or incapacitated, the signature of the legally authorized representative of such person. The request for exclusion shall not be effective unless the request for exclusion provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. No member of the Settlement Class, or any person acting on behalf of or in concert or in participation with a member of the Settlement Class, may request exclusion of any other member of the Settlement Class from the Settlement.

17. Members of the Settlement Class who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against the Defendant or any of the other Released Parties.

18. All Settlement Class Members who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final Approval Order and Judgment even if they have previously initiated or subsequently initiate individual litigation or other proceedings against the Defendant or any of the other Released Parties.

19. The Settlement Administrator will promptly provide all Parties with copies of any exclusion requests, and Plaintiff shall file a list of all persons who have validly opted-out of the Settlement with the Court prior to the Final Approval Hearing.

VII. Objections

20. Any Settlement Class Member who does not file a timely request for exclusion, but who wishes to object to approval of the proposed Settlement, to the award of attorneys' fees and expenses, or to the Service Award to the Settlement Class Representative must file with the Court and submit to the Settlement Administrator a written statement that includes: his or her full

name; address; the telephone number(s) that he or she maintains was texted or called; the personal signature of the objecting Settlement Class Member; all grounds for the objection, with factual and legal support for each stated ground; the identity of any witnesses he or she may call to testify; copies of any exhibits that he or she intends to introduce into evidence at the Final Approval Hearing; a statement of whether he or she intends to appear at the Final Approval Hearing; and a statement identifying the number of class action settlements objected to by the Settlement Class Member in the last three years, and listing those cases by case name and number. The Court will consider objections to the Settlement, to the award of attorneys' fees and expenses, or to the Service Award to the Class Representative only if, on or before **(INSERT DATE 45 DAYS after the notice deadline)** such objections and any supporting papers are filed in writing with the Clerk of this Court and served on the Settlement Administrator.

21. A Settlement Class Member who has timely filed a written objection as set forth above may appear at the Final Approval Hearing in person or through counsel to be heard orally regarding their objection. It is not necessary, however, for a Settlement Class Member who has filed a timely objection to appear at the Final Approval Hearing. No Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement and/or the request for attorneys' fees and expenses and/or the request for a Service Award to the Settlement Class Representative will be heard unless that person has filed a timely written objection as set forth above. No non-party, including members of the Settlement Class who have timely opted-out of the Settlement, will be heard at the Final Approval Hearing.

22. Any member of the Settlement Class who does not opt-out or make an objection to the Settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement

Agreement, the releases contained therein, and all aspects of the Final Approval Order and Judgment.

VIII. Further Papers in Support of Settlement and Attorneys' Fee Application.

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

24. Plaintiff and Settlement 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 for a Service Award for Plaintiff, no later than _____, which is 15 days before the Final Approval Hearing.

IX. Final Approval Hearing

25. A Final Approval Hearing will be held before the Court via video conference on **(Date No Sooner than 105 days after entry of preliminary approval order)** for the following purposes:

(a) to finally determine whether the requirements of 735 Ill. Comp. Stat. 5/2-801, *et seq.* of the Illinois Code of Civil Procedure are met;

(b) to determine whether the Settlement is fair, reasonable and in best interest of all who will be affected by it, and whether the Settlement should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including a bar order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;

(d) to consider Settlement Class Counsel's Attorneys' Fee Application;

(e) to consider the request for a Service Award to the Settlement Class Representative;

(f) to consider the distribution of the Settlement Benefits under the terms of the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

26. On or before thirty (20) days prior to the Final Approval Hearing, Settlement Class Counsel shall file and serve a motion for final approval.

27. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At, or following, the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.

28. For clarity, the deadlines the Parties shall adhere to are as follows:

Settlement Class Notice completed by:	**45 days after entry of Preliminary Approval Order**	[[**DATE**]]
Deadline for filing Motion for Final Approval of the Class Settlement and Settlement Class Counsel's Fee Application and expenses, and for a Service Award:	**20 days before Final Approval Hearing**	[[**DATE**]]
Objection/Exclusion Deadline:	**45 days after notice deadline**	[[**DATE**]]
Claim Deadline:	**45 days after notice deadline**	[[**DATE**]]
Deadline for Responses to Objections:	**15 days after Objection Deadline**	[[**DATE**]]

Final Approval Hearing:	**No Sooner than 105 days after Preliminary Approval Order**	[[**DATE**]]

29. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

X. Further Matters

30. All discovery and other pretrial proceedings and deadlines in the Action are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

31. In the event that the Settlement Agreement is terminated under the terms of the Settlement Agreement, or for any reason whatsoever the approval of it does not become final and no longer subject to appeal, then: (i) the Settlement Agreement shall be null and void, including any provisions related to the award of attorneys' fees and expenses, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner of or any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding; provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) this Order shall be vacated; and (iv) any party may elect to move the Court to implement the provisions of this paragraph, and none of the non-moving parties (or their counsel) shall oppose any such motion.

32. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement.

DATED: _____, 2026

_____
The Honorable Judge David E. Schwartz

Arman v. Al Piemonte - Settlement Agreement

Final Audit Report 2026-09-02

Created:	2026-09-02
By:	Christopher Berman (cberman@shamisgentile.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv_8da0IfjtvUs5nwxuuLIBTtul-eaEoE

"Arman v. Al Piemonte - Settlement Agreement" History

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Document emailed to Hazem Arman (hazemarman@gmail.com) for signature
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Agreement completed.
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