

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

TARA BLIZZARD, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

NATIONWIDE MUTUAL INSURANCE
COMPANY.

Defendant.

Case No. 2025-014421-CA-01

NOTICE OF FILING SETTLEMENT AGREEMENT

Plaintiff Tara Blizzard (“Plaintiff”) through his undersigned counsel hereby
submits a copy of the Parties Settlement Agreement as “EXHIBIT A”.

Dated: October 21, 2025

Respectfully submitted,

HIRALDO P.A.

By: /s/ Manuel S. Hiraldo

Manuel S. Hiraldo

Florida Bar No. 030380

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EISENBAND LAW, P.A.

By: /s/ Michael Eisenband

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MEisenband@Eisenbandlaw.com
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Fort Lauderdale, FL 33301
Telephone: 954-533-4092
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of October 2025 I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Michael Eisenband
Michael Eisenband, Esq.

EXHIBIT A

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NATIONWIDE MUTUAL INSURANCE
COMPANY.

Defendant.

Case No. 2025-014421-CA-01

SETTLEMENT AGREEMENT AND RELEASE

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

WHEREAS, Plaintiff filed a Class Action Complaint (the “Action”) on behalf of herself and a putative class in the lawsuit styled *Blizzard v. Nationwide Mutual Insurance Company*, in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, which asserts claims under the Telephone Consumer Protection Act (“TCPA”) and Florida Telephone Solicitation Act (“FTSA”);

WHEREAS, Plaintiff alleges that she and members of the class received prerecorded voice messages from Defendant, which allegedly harmed her and the class (the “Allegations”);

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

WHEREAS, the Parties engaged in discovery and a full-day mediation with a respected neutral to determine whether their dispute could be resolved;

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

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

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

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

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

WHEREAS, Defendant will execute this Agreement solely to compromise and settle this dispute in order to avoid the costs, uncertainty, and risks of litigation; and

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representative and to the Settlement Class. Nonetheless, Defendant has determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, 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 Epiq Systems, Inc., which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee and Defendant’s counsel; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administering this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either 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 Class Counsel to compensate them for all attorneys’ fees and expenses incurred by Plaintiffs or Class Counsel in connection with the Action.

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

E. “Claim Deadline” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be postmarked, or submitted to the Administrator’s online portal no later than fifteen (15) days following the Final

Approval Hearing date. All Claims postmarked on or before the Claim Deadline shall be timely, and all Claims postmarked after the Claim Deadline shall be invalid and not entitled to any Claim Settlement Payment.

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

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

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

I. “Class Counsel” means: Michael Eisenband, Eisenband Law, P.A., 515 E Las Olas Blvd., Ste 3100, Fort Lauderdale FL 33301 and Manuel S. Hiraldo, Hiraldo, P.A., 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301.

J. “Class Data” means all phone numbers, names, email addresses, physical addresses, and other contact data relating to Settlement Class Members in Defendant’s possession. Class Data shall be disclosed to the Administrator *only* and shall not be disclosed to Plaintiff or Class Counsel.

K. “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.

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

M. “Class Period” means the time period from January 6, 2021 through the date of preliminary approval of this settlement.

N. “Confidential Information” means the Class Data, 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.

O. “Counsel for Defendant” means: Julie Singer Brady, Rand McClellan, Chris Riedel, and Cheslea Getz of Baker & Hostetler LLP.

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

Q. “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.

R. “Effective Date” means the fifth business day after which all of the following events have occurred:

1. The Court has entered without material change the Final Approval Order; and
2. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been filed; or

3. The Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken.

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. The Final Approval Hearing shall be at least one hundred and twenty (120) days after entry of the Preliminary Approval Order.

T. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form of the order attached hereto as **Exhibit 2**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Florida Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for attorneys’ fees and expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this subsection, then the Final Approval Order includes all such orders.

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

V. “Notice” means the e-mail individual notice and postcard that will be sent by the Administrator to those who may be Settlement Class Members, in substantially the form attached as **Exhibit 4** (e-mail) and **Exhibit 5** (postcard) to this Agreement.

W. “Notice and Administrative Costs” means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendant of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mail and/or e-mail addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

X. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be sixty (60) days after the Class Notice Date.

Y. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to the Administrator for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be sixty (60) days after the Class Notice Date..

Z. “Preliminary Approval Order” means an order to be entered by the Court certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 6**, without material change.

AA. “Released Claims” means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that Plaintiff and each member of the Settlement Class may have or may have had in the past against the Released Parties, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims

asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been asserted in the Complaint, the Action, or that relate to or arise from the Allegations, including, but not limited to, any and all claims under the TCPA, its regulations, or any state law analogue, including the Florida Telephone Solicitation Act.

BB. “Released Parties” means Defendant and its subsidiaries, affiliates, parent companies, directors, officers, partners, attorneys, principals and successors.

CC. “Request for Exclusion” means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class (*i.e.*, opt-out of the class).

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

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

FF. “Settlement Amount” means the total maximum amount that Defendant has agreed to pay, up to \$1,400,000 to cover all of the following: a) the Claim Settlement Payments, b) all Notice and Administration Costs, c) all Attorneys’ Fees and Expenses, and d) any Service Award in settlement in full of this Action. Defendant shall not be responsible for any other amounts or sums as part of this Settlement

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

All persons within the United States who, from January 6, 2021 through the date of preliminary approval of the class settlement, received one or more prerecorded voice calls on their cellular telephone line regarding the renewal and/or expiration of their pet insurance policy with Defendant.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any member of the Settlement Class who has timely opted out of this proceeding; (6) Plaintiff's Counsel, their employees, and their immediate family; and (7) the mediator used in this action.

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

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

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

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant's conditional agreement is contingent on (i) the Parties' execution of this Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming final on the Effective Date. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, if the Agreement is otherwise terminated, or the Effective Date never occurs, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Florida Rules of Civil Procedure, Florida Rules of Evidence, and any applicable state law or rule of civil procedure or evidence.

Defendant denies all allegations, 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 or the Final Approval Order is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representative and Class Counsel agree that Defendant retains and reserves all of these rights and agree not to take a position to the contrary.

B. Settlement Class Relief

1. Claim Settlement Payments to Settlement Class

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

Defendant shall make available up to \$1,400,000 (the “Settlement Amount”) available for payment of timely and valid claims submitted by Settlement Class Claimants, Attorneys’ Fees, all Notice and Administration Costs, and any Service Award. Under no circumstances shall Defendant be obligated to pay more than the Settlement Amount.

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

Settlement Check for of up to \$17.50 from the remaining Settlement Amount after deductions for Attorneys' Fees, all Notice and Administration Costs, and any Service Award. One (1) claim is allowed per Settlement Class Member.

Within sixty (60) days after the Effective Date, the Administrator shall send, by first-class mail, a Claim Settlement Check to each Settlement Class Claimant who submits a timely, valid, correct, and verified Claim Form. Checks will be valid for ninety (90) days from the date on the check. Timely negotiation of a Claim Settlement Check is a condition of any Settlement Class Member's right to a Claim Settlement Payment. Funds from uncashed checks shall first be applied to outstanding administrative fees, and be paid to Defendant within six (6) months after Claim Settlement Checks are issued.

For any returned checks, the Settlement Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class Members whose checks were returned (such as by running addresses of returned checks through the NCOA database to effectuate delivery of such checks). For any such recipients for whom updated addresses are found, the Settlement Administrator shall make only one additional attempt to re-mail or re-issue a Settlement Class Member Payment to the updated address.

All Attorneys' Fees, all Notice and Administration Costs, and any Service Award will be paid by Defendant from the Settlement Amount. Any amounts from the Settlement Fund that are not paid, such as uncashed checks and any amounts reduced by the Court, shall be paid to Defendant within six (6) months after Claim Settlement Checks are issued.

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, Class Counsel shall submit to the Court a Motion for Preliminary Approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant.

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Plaintiff may petition the court for a Service Award which will be paid from the Settlement Amount of no more than \$2,500.00. The Defendant agrees not to object to such a request. Any Service Award shall be paid to Class Counsel as outlined in Section III.G below. Failure of the Court to approve the Service Award sought by Plaintiff, in whole or in part, shall not be grounds to terminate the Settlement.

2. Attorneys' Fees and Expenses

Class Counsel Fees and Costs shall be paid from the Settlement Amount subject to court approval and Class Counsel shall not seek more than 35% of the Settlement Amount or \$490,000 for fees and costs. The Defendant agrees not to object to such a request. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation. Any Attorneys' Fees and Expenses shall be paid to Class Counsel as outlined in Section III.G below. Failure of the Court to approve the Attorneys' Fees and Expenses sought by Class Counsel, in whole or in part, shall not be grounds to terminate the Settlement

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on Epiq Systems, 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 Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court any correspondence regarding Opt-Out Requests and/or objections to the Settlement, administering Claim Settlement Payments, responding to inquiries from Class Members. 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.

All Notice and Administrative Costs shall be paid by Defendant from the Settlement Amount. Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiffs, any Settlement Class Member, Class Counsel, or the Administrator. The Administrator will invoice Defendant directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendant monthly for incurred fees and expenses thereafter. The Administrator will complete and provide to Defendant any W9 forms necessary for

Defendant to pay for the Notice and Administrative Costs. The Parties agree that Administrator costs shall be paid from the Settlement Amount.

B. Notice

1. Notice to the Settlement Class

The Administrator 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.

2. Settlement Class Data

Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant will provide to the Administrator the Settlement Class Data in electronic format, including any addresses and email addresses the Defendant has for each Settlement Class member.

3. Notice

The Administrator shall provide Notice to Settlement Class Members for which Defendant maintains mail and/or email addresses. For those Settlement Class Members whose email address is available, one copy of E-Mail Notice shall be provided. The Administrator shall review the Settlement Class Data, utilize methods to verify and/or update e-mail addresses (e.g., LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the E-Mail Notice to all Settlement Class Members. The E-Mail Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the E-Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

In the event that an email address is unable to be located or no longer valid, the Administrator shall take reasonable steps to verify a valid email address for Settlement Class Members. If the Administrator is unable to obtain a valid email address for a Settlement Class Member, the Administrator shall send a postcard to the Settlement Class Member at the last known and valid mailing address. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update mailing addresses for those whose mailing address is incorrect or unknown.

Notice will contain the Settlement Website address, www.TCPAPetSettlement.com. On the Settlement Website, Settlement Class Members will find important documents and court filings, including the Long-Form Notice, which will contain more detail than the E-Mail Notice. The Long Form Notice will be sent to all Settlement Class Members who contact the Administrator by telephone or email and request a copy.

4. Settlement Website

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 the Administrator and Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement; the Long-Form Notice, the Preliminary Approval Order; the Complaint; and, when filed, the Final Approval Order. The Class Notice shall include the address (URL) of www.TCPAPetSettlement.com for the Settlement Website. The Administrator shall cause the Settlement Website to go live no later than the Class Notice Date. 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. The Administrator

may enact reasonable precautions with respect to the portal, as approved by Class Counsel and Defendant's Counsel, to prevent false claims.

5. IVR

The Administrator shall establish and maintain a toll-free number that maintains an Interactive Voice Response ("IVR") (or similar) system to answer questions about the Settlement. The Administrator shall cause the IVR (or similar) to go live no later the Class Notice Date. The Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

C. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a Claim, Settlement Class Members must provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information: (a) Settlement Class Member's name, current address, telephone number, and e-mail address (if any); (b) Settlement Class Member's telephone number that allegedly received a prerecorded voice message from Defendant; and (c) an affirmation that the Settlement Class Claimant received at least one prerecorded voice message from Defendant within the Class Period.

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by (1) submitting a claim on the Settlement Website on a date no later than the Claim Deadline or (2) downloading the Claim Form from the Settlement Website and mailing the completed Claim Form to the Settlement Administrator at the address noted on the Claim Form. Claim Forms must be submitted to the Settlement Website or postmarked on or before the Claim Deadline to be timely; Claim Forms after the Claim Deadline shall be untimely and barred from

entitlement to any Claim Settlement Payment. Any Settlement Class Member who does not submit a fully completed Claim Form by the Claim Deadline shall be deemed to have waived any Claim and any such Claim will be rejected. Only one Claim Form may be approved per Settlement Class Member

3. Invalid Claims

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

4. Claim Review Process

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

D. Opt-Out Rights

1. Opt-Out Requirements

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to the Administrator and to Class Counsel, 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. The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the telephone number at which the person received a prerecorded voice message 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 part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments, including the Final Approval Order.

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

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. Administrator Affidavit

No later than ten (10) days before the Final Approval Hearing, Plaintiff's counsel working with Administrator shall prepare an affidavit to submit to the Court confirming that the Notice Program was completed, providing the names of each member of the Settlement Class who timely and properly requested exclusion from the Settlement Class or served objections, , and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

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

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

1. Process

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

2. Requirements

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

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;

- c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
- 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 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. the number of times the objector's counsel and/or counsel's law firm have represented individuals or entities in objecting to a class action settlement within the preceding five (5) years, the caption of each case in which the objector's counsel and/or counsel's law firm have represented individuals or entities objecting to a class action settlement, and a copy of any orders related to or ruling on those objections that were issued by the trial and appellate courts in each listed case;
- h. 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 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 the objector's counsel;

- i. 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;
- j. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing, in which case the objector must follow the Appearance requirements below;
- l. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- m. the objector’s signature (an attorney’s signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

3. Appearance

Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for 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 prerecorded voice message from Defendant; and (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

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

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

The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of the 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. Final Approval Order and Judgment

1. Final Approval

Plaintiff shall file her Motion for Final Approval of the Settlement, inclusive of Class Counsel's application for Class Counsel Fees and costs, and for a Service Award for the Class Representative, no later than forty-five (45) days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement, and on Class Counsel's application for Class Counsel Fees and costs, and for the Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any member of the Settlement Class (or their

counsel) who object to the Settlement or to Class Counsel's application for Class Counsel Fees, or the Service Award application, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

2. Judgment

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 final judgment thereon, and whether to approve Class Counsel's request for Fees and Service Award. Such proposed Final Approval 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 Program satisfied Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims; bar and enjoin all Releasing Parties from pursuing any Released Claims against the Released Parties at any time, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Plaintiff, Defendant, Settlement Class Members, and all objectors, to administer, supervise, interpret, and enforce this Agreement in accordance with its terms

G. Funding & Distribution of The Settlement Amount and Claim Settlement Payment

1. Settlement Payment

As described herein, the Settlement Amount (\$1,400,000) shall be used to provide the exclusive recovery and relief for the Class, Notice and Administrative Costs, any Attorneys' Fees

and Expenses, and Service Award. Defendant need not segregate funds or otherwise create special accounts to hold the Settlement Amount and will not relinquish control of any money, except as stated immediately below, until after Final Approval. Any Attorneys' Fees and Expenses, any Service Award, and all Notice and Administrative Costs will be paid by Defendant through the Settlement Amount.

2. Funding

From the Settlement Amount, Defendant, within fourteen (14) days of the Preliminary Approval Order, shall deposit with the Administrator \$100,000 to pay for the costs of Administration. The Administrator shall issue invoices monthly and may, upon approval of Class Counsel and Defendant's Counsel, pay administrative costs from the deposit.

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

3. Distribution of Settlement and Residual Funds.

The Settlement Administrator shall distribute the Settlement Fund in the following order and within the time period set forth with respect to each such payment: First, to the Settlement Class Representative any Service Award, and to Settlement Class Counsel any attorneys' fees and costs ordered by the Court. Class Representative and Settlement Class Counsel will provide completed IRS Form W-9s to the Settlement Administrator, then, within ten (10) days after the Defendant's funding the Settlement, the Settlement Administrator shall pay the Court-awarded fees and costs of Settlement Class Counsel and any Service Awards by a single check that shall be paid to Hiraldo P.A., which shall be solely responsible for distributing each Settlement Class Counsel firm's allocated share of such fees and payment to the Class Representative. Defendant

and Defendant's Counsel 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 for payment of Court-awarded fees, costs, or any other payments not specifically described herein.

Second, no later than 60 (sixty) days following the Effective Date, the Settlement Class Members who submitted timely and valid Claim Forms shall be sent their Settlement Class Member Payments with any checks issued expiring ninety (90) days after the date of issuance. Timely negotiation of the check is a condition of any Settlement Class Member's right to the Settlement Class Member Payment.

Third, any residual funds in the Settlement shall be distributed as outlined in Section II.B.1 as follows:

- a. To the extent that any checks to Settlement Class Members expire and become null and void, or are undeliverable, the Settlement Administrator shall apply the proceeds from these checks against Settlement Costs.
- b. Any remaining funds shall be remitted to Defendant.

All costs associated with the disposition of residual funds shall be borne solely by the Settlement Amount.

4. Taxation of Amounts Held by Administrator

Any settlement funds held by the Administrator shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes and any interest or penalties relating to them) arising with respect to the income earned by any settlement funds held by the Administrator, including any taxes or tax detriments that may be imposed upon Defendant or Defendant's Counsel, or Plaintiff or Settlement Class Counsel, with respect to income earned by the any part of the settlement funds for any period during which the settlement funds do not qualify as a "qualified settlement fund" for the purpose

of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Amount. Plaintiff and Settlement Class Counsel, and Defendant and Defendant’s Counsel, shall have no liability or responsibility for any of the Taxes. The Settlement Amount shall indemnify and hold Plaintiff and Settlement Class Counsel, and Defendant and Defendant’s Counsel, harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

H. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, or the Final Order is terminated or declared void by a court of law, 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.

I. 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; or a court determines the Final Approval Order is inapplicable to some or all Class Members (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.

DEFENDANT ALSO SHALL HAVE THE RIGHT TO TERMINATE THE AGREEMENT BY SERVING ON CLASS COUNSEL AND FILING WITH THE COURT A NOTICE OF TERMINATION WITHIN FOURTEEN (14) DAYS AFTER ITS RECEIPT FROM THE SETTLEMENT ADMINISTRATOR OF ANY REPORT INDICATING THAT THE NUMBER OF MEMBERS OF THE SETTLEMENT CLASS WHO TIMELY REQUEST EXCLUSION FROM THE SETTLEMENT CLASS EQUALS OR EXCEEDS 300.

IN THE EVENT OF A TERMINATION, THIS AGREEMENT SHALL BE CONSIDERED NULL AND VOID; ALL OF PLAINTIFF, CLASS COUNSEL'S, AND DEFENDANT'S OBLIGATIONS UNDER THE SETTLEMENT SHALL CEASE TO BE OF ANY FORCE AND EFFECT; AND THE PARTIES SHALL RETURN TO THE STATUS QUO ANTE IN THE 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

J. Retention of Records

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of four (4) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as Confidential Information.

IV. EXCLUSIVE REMEDY /JURISDICTION

C. 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 properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Members; (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

D. 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 Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the

Released Parties based, in whole or in part, on any of the Released Claims. The Class Representatives, the Settlement Class, and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party

The Parties may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representatives, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts. Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from 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. 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; and (b) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

Plaintiff represents and warrants that: (a) they are the sole and exclusive owner of their own Released Claims; (b) that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) that they will not assign or otherwise transfer any interest in any of the Released Claims; and (d) that they have no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

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

VII. MISCELLANEOUS PROVISIONS

A. Receipt of Advice of Counsel

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

B. Individual Claimants Only.

Each claim must be submitted by an individual Settlement Class Member and may not be made, or accepted by the Settlement Administrator, by factors, aggregators, consolidators, or otherwise any third-party.

C. 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.

D. 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.

E. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of themselves or the Settlement Class, against Defendant. Defendant expressly denies and disclaims any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

F. 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.

G. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without 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.

H. 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.

I. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for the purpose that would or might cause any provision to be construed against the drafter. This Agreement is a collaborative effort of the Parties and their respective attorneys.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. Successors

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

P. Choice of Law

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

Q. Fair and Reasonable

Plaintiff and Class Counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, it is in the best interests of the Class after extensive negotiations.

R. 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.

S. Exhibits

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

T. 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.

U. Facsimile and Electronic Mail

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

V. 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.

W. 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.

X. 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 with the Preliminary Approval Application. The Parties further agree that they will not issue any press releases, initiate contact with the press, respond to any press inquiry or have any communication with the press about the facts, settlement amount, or terms of the settlement. Class Counsel also agrees that they will not make any statement or post on its website or in social media regarding anything inconsistent with the class notice. The Parties will not be prevented from making required disclosures.

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


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

Dated: 10/15/25

By:


TARA BLIZZARD

Dated: 10/15/25


Counsel for Plaintiff and the Settlement Class

Nationwide Mutual Insurance Company

Dated: _____

By:

Name: _____

Title: _____

Dated: _____

Counsel for Defendant


Dated: _____

By: _____
TARA BLIZZARD

Dated: _____

Counsel for Plaintiff and the Settlement Class


Dated: October 17, 2025

Nationwide Mutual Insurance Company
Signed by:

A1BB8C8A9F2142B...

Name: Joel Carnes

Title: SVP, Nationwide Pet

Dated: October 21, 2025



Counsel for Defendant

EXHIBIT 1

Nationwide Mutual Insurance Company – Prerecorded Voice Message Settlement**CLAIM FORM****Case No. XXX-XXXX-XXX**Return this Claim Form to: Claim Administrator, PO Box xxxx, City/State, xxxxx- xxxx. Questions, visit **www.XXXXXXXX** or call 1-xxx-xxx-xxxx.**DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED BY [MONTH DAY, YEAR] BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.****YOU MUST SUBMIT THIS CLAIM FORM TO RECEIVE A SETTLEMENT PAYMENT.**

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

YOUR CONTACT INFORMATION**Name:** _____
(First) (Middle) (Last)**Current Address:** _____

(City) (State) (ZIP Code)

Telephone Number that you received a Prerecorded Voice Message from Nationwide Mutual Insurance Company
(_____)_____-_____-_____**Email address:** _____**Current Phone Number:** (_____)_____-_____-_____ **or** ☐ check if same as above
(Please provide a phone number where you can be reached if further information is required.)**Claim ID:** _____**Settlement Class Member Verification**

By submitting this claim form, I attest under penalty of perjury that the information contained in this claim form is accurate and true and that, to the best of my knowledge based on my recollection that I received at least one prerecorded voice message from Defendant.

Additional information regarding the Settlement can be found at visit www.XXXXXXXX.com**Signature:** _____ **Date:** _____**Print Name:** _____

If you have questions, you may call the Claim Administrator at 1-xxx-xxx-xxxx or visit [insert website].

EXHIBIT 2

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

TARA BLIZZARD, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

NATIONWIDE MUTUAL INSURANCE
COMPANY.

Defendant.

Case No. 2025-014421-CA-01

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

On _____, 2025, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement between Plaintiff Tara Blizzard on behalf of herself and all members of the Settlement Class (“Plaintiff” or “Class Representative”), and Defendant Nationwide Mutual Insurance Company (“Nationwide” or “Defendant”) (collectively, the “Parties”).¹ The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to Settlement Class Members, 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;

¹ All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement.

and (3) whether and in what amount to award Class Counsel as Attorneys' Fees and Expenses and whether and in what amount to award a 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 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 purpose to effectuate the Settlement Agreement and the Court's orders relating thereto.

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 extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

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

Plaintiff 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 is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Class, defined in Settlement Agreement as:

All persons within the United States who, from January 6, 2021 through the date of preliminary approval of the class settlement, received one or more prerecorded voice calls on their cellular telephone line regarding the renewal and/or expiration of their pet insurance policy with Defendant.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any member of the Settlement Class who has timely opted out of this proceeding; (6) Plaintiff's Counsel, their employees, and their immediate family; and (7) the mediator used in this action.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

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

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

IV. NOTICE AND CLAIMS PROCESS

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

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

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

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

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

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submit valid, timely, and complete Claims.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel \$490,000 as reasonable attorneys' fees and costs incurred in this Action. Payment of Class Counsel's attorneys' fees and costs shall be made out of the Settlement Amount.

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

12. The Court awards a Service Award in the amount of \$2,500 to Plaintiff, payable from the Settlement Amount and pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

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

14. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any Released Claims against the Released Parties, 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 Plaintiff and each member of the Settlement Class have forever released, relinquished, and discharged the Released Parties from the Released Claims.

(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, and the Released Parties shall not be subject to liability or expense for any of the Released Claims.

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement.

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, 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, and neither the Settlement Agreement nor the Court's Orders, including this Order, shall be utilized 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 other claims, defenses, 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 _____, Florida, this ____ day of _____, 2026.

HON.
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

EXHIBIT 3

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

**If You Received a PRERECORDED VOICE MESSAGE from
Nationwide Mutual Insurance Company, You May Be Entitled to
a Payment from a Class Action Settlement**

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

- A Settlement¹ has been reached in a class action lawsuit about whether Nationwide Mutual Insurance Company (“Defendant”) sent Prerecorded Voice Messages in violation of the Telephone Consumer Protection Act (“TCPA”) and/or Florida Telephone Solicitation Act (“FTSA”). Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.
- The Settlement offers payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

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

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

WHAT THIS NOTICE CONTAINS

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¹ Capitalized terms herein are defined in the Settlement Agreement, which is available online at the Settlement Website.

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

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3. What is the TCPA/FTSA?
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BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Blizzard v. Nationwide Mutual Insurance Company* (in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County), and be notified about your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Hon. Mavel Ruiz a Judge of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida is overseeing this case. The person who sued, Plaintiff Tara Blizzard is called the “Plaintiff.” Nationwide Mutual Insurance Company is called the “Defendant.”

2. What is this litigation about?

The lawsuit alleges that Defendant sent Prerecorded Voice messages to Plaintiff’s telephone number in violation of the Telephone Consumer Protection Act and Florida Telephone Solicitation Act, and seeks actual and statutory damages under the TCPA/FTSA on behalf of the named Plaintiff and a class of all individuals in the United States.

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

The Plaintiffs’ Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.XXXXX.com. The Settlement, if approved by the Court, resolves the lawsuit. The Court has not decided who is right.

3. What is the TCPA/FTSA?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that restricts the use of marketing related Prerecorded Voice message calls. The Florida Telephone Solicitation Act (“FTSA”) is a Florida law that restricts the use of marketing related Prerecorded Voice message calls.

4. Why is this a class action?

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

All of the people who have claims similar to the Plaintiff are Settlement Class Members, except for those who properly exclude themselves from the class, among others.

5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Defendant. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Defendant denies all legal claims in this case. Plaintiff and her lawyers think the proposed Settlement is best for everyone who is affected.

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

WHO IS PART OF THE SETTLEMENT?

6. Who is included in the Settlement?

The Settlement includes all persons who prerecorded voice messages on their telephone from Defendant. Specifically, the Settlement Class is defined as:

All persons within the United States who, from January 6, 2021 through the date of preliminary approval of the class settlement, received one or more prerecorded voice calls on their cellular telephone line regarding the renewal and/or expiration of their pet insurance policy with Defendant.

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

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

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

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Defendant has agreed to make a Settlement Amount of up to \$1,400,000 available, which will be used to pay Settlement Class Members who submit valid Claims, settlement administration costs, attorneys' fees and costs to Class Counsel, and a Service Award to the Class Representative. If the Settlement is finally approved by the Court, the payments to Settlement Class Members who submit valid Claims will receive up to \$17.50 less Notice and Administration Costs, attorneys' fees and actual out-of-pocket expenses incurred in the litigation, and a Service Award. The Notice and Administration Costs, the Fee and Cost Award and the Service Award will be paid by Defendant out of the Settlement Amount. The Court will decide the amount of the Fee and Cost Award and the Service Award.

9. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, www.XXXX.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately and submitted timely. One claim is allowed per Settlement Class Member.

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

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

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

10. When will I receive my check?

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I exclude myself from the Settlement?

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

XXXXXX Settlement Administrator
P.O. Box XXXX
XXXX, XX XXXX

Please review the Settlement Agreement for how to exclude yourself from the Settlement. Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be “excluded from the Settlement Class” and that, absent of excluding yourself or “opting out,” you are “otherwise a member of the Settlement Class.”

Your exclusion request must be postmarked no later than XXXXXXXX. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

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

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

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

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

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

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

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

No. You will not get a payment from the Settlement Amount if you exclude yourself from the Settlement.

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

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

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

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

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

16. How will the lawyers be paid?

Class Counsel intend to request up to 35% of the Settlement Amount for attorneys’ fees and expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Amount. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request a Service Award of up to \$2,500 for Plaintiff for her service as Class Representative on behalf of the whole Settlement Class. Any Service Award will be paid out of the Settlement Amount.

OBJECTING TO THE SETTLEMENT

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

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

- a. the name of the Action;
- b. the objector’s full name, address, and telephone number;
- c. an explanation of the basis 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 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

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

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. the number of times the objector's counsel and/or counsel's law firm have represented individuals or entities in objecting to a class action settlement within the preceding five (5) years, the caption of each case in which the objector's counsel and/or counsel's law firm have represented individuals or entities objecting to a class action settlement, and a copy of any orders related to or ruling on those objections that were issued by the trial and appellate courts in each listed case;
- h. 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 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 the objector's counsel;
- i. 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;
- j. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing, in which case the objector must follow the Appearance requirements below;
- l. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- m. the objector's signature (an attorney's signature is not sufficient).

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

Clerk of the Court	Class Counsel	Defendant's Counsel
Eleventh Judicial Circuit Miami-Dade County 73 West Flagler Street, Miami, Florida 33130	Manuel Hiraldo, Esq. Hiraldo, PA 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301	Julie Singer Brady Rand L. McClellan 200 South Orange Ave. Suite 2300 Orlando, FL 32801

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

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

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

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

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

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

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also retain and pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 17 above).

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. How do I get more information?

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

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

EXHIBIT 4

**If You Received a Prerecorded Voice Message from
Nationwide Mutual Insurance Company You May Be Entitled to a Payment
from a Class Action Settlement**

A settlement has been reached in a class action lawsuit alleging that Nationwide Mutual Insurance Company (“Defendant”) sent prerecorded voice messages in violation of the Telephone Consumer Protection Act (“TCPA”) and/or Florida Telephone Solicitation Act (“FTSA”). Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.

Who’s Included? The Settlement includes all persons who received a Prerecorded Voice Message from Defendant. Specifically, the Settlement Class is defined as:

All persons within the United States who, from January 6, 2021 through the date of preliminary approval of the class settlement, received one or more prerecorded voice calls on their cellular telephone line regarding the renewal and/or expiration of their pet insurance policy with Defendant.

What Are the Settlement Terms? Defendant has agreed to make a Settlement Amount of up to \$1,400,000 available, which will be used to pay Settlement Class Members who submit valid Claims, settlement administration costs, attorneys’ fees and costs to Class Counsel, and a Service Award to the Class Representative. If the Settlement is finally approved by the Court, the payments to Settlement Class Members who submit valid Claims will receive up to \$17.50 less Notice and Administration Costs, attorneys’ fees and actual out-of-pocket expenses incurred in the litigation, and a Service Award. The Notice and Administration Costs, the Fee and Cost Award and the Service Award will be paid by Defendant out of the Settlement Amount. The Court will decide the amount of the Fee and Cost Award and the Service Award.

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.XXXX.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately, signed under penalty of perjury, and submitted timely. You may submit a Claim Form by U.S. mail or file a Claim Form online. If you send in a Claim Form by U.S. mail, it must be postmarked by **XXXXXXXXXX**. Claim Forms submitted online must be submitted by **11:59 p.m. EST on XXXXXXXXXX**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXXXXXXXXX**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, which is available at the Settlement Website. You may object to the Settlement by **XXXXXXXXXX**. 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 expenses of up to 35% of the Gross Settlement Fund and a service award of \$2,500 to Plaintiff. Any attorneys’ fees, expenses or service award will be paid by Defendant

through the Settlement Amount. You may appear at the hearing, either yourself or through an attorney you hire provided you follow the requirements in the Settlement Agreement, but you don't have to appear.

For more information, call or visit the Settlement Website.

www.XXXX.com or 1- XXX-XXX-XXXX

EXHIBIT 5

**If You Received a Prerecorded Voice Message from Nationwide Mutual Insurance Company
You May Be Entitled to a Payment from a Class Action Settlement.**

Call records indicate that you may be a member of a Settlement Class entitled to cash benefits in a class action lawsuit claiming that Nationwide Mutual Insurance Company ("Defendant") sent Prerecorded Voice Messages in violation of the Telephone Consumer Protection Act and/or Florida Telephone Solicitation Act. Defendant denies the allegations in the lawsuit, and the Court has not decided who is right.

The Settlement offers payments to Settlement Class Members who file valid Claims. Your legal rights are affected whether you act or do not act. Read this notice carefully.

Who's Included? Settlement Class: All persons within the United States who, from January 6, 2021 through the date of preliminary approval of the class settlement, received one or more prerecorded voice calls on their cellular telephone line regarding the renewal and/or expiration of their pet insurance policy with Defendant.

What Are the Settlement Terms? Defendant has agreed to make a Settlement Amount of up to \$1,400,000 available, which will be used to pay Settlement Class Members who submit valid Claims, settlement administration costs, attorneys' fees and costs to Class Counsel, and a Service Award to the Class Representative. If the Settlement is finally approved by the Court, the payments to Settlement Class Members who submit valid Claims will receive up to \$17.50 less Notice and Administration Costs, attorneys' fees and actual out-of-pocket expenses incurred in the litigation, and a Service Award. The Notice and Administration Costs, the Fee and Cost Award and the Service Award will be paid by Defendant out of the Settlement Amount. The Court will decide the amount of the Fee and Cost Award and the Service Award.

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

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XX/XX/XXXX**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, which available at the Settlement Website. You may object to the Settlement by **XX/XX/XXXX**. The Long Form Notice available on the Settlement Website **www.XXXX.com** explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **XX/XX/XXXX** to consider whether to approve the Settlement, a request for attorneys' fees and costs of up to 35% of the Settlement Amount and a Service Award of up to \$2,500 to the Class Representative. You may appear at the hearing, either personally or through an attorney you hire, but you don't have to. For more information, call or visit the Settlement Website: **www.XXXX.com**.

COURT ORDERED LEGAL NOTICE

**If you received a
Prerecorded Voice
Message from Nationwide
Mutual Insurance
Company
you may be entitled
to a cash payment.**

**Complete and return the
enclosed form by**

to receive a cash payment.

Blizzard v. Nationwide
Class Action Settlement
PO BOX 0000
City, State, Zip Code

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

**Blizzard v. Nationwide Mutual Insurance Company
PRERECORDED VOICE MESSAGE SETTLEMENT**

CLAIM FORM

Name & Address: [PREFILL]

Current Phone Number: [Claimant Fill]

Phone Number on Record: [PREFILL]

Email: [Claimant Fill]

1. ADDRESS (if different from above)

Primary Address

Primary Address continued

City:

State:

Zip Code:

2. AFFIRMATION (required): By signing below, I attest that the information above is correct to the best of my knowledge.

postage
prepaid
mark

Blizzard v. Nationwide
Claims Administrator
P.O. Box ____
XXXX, XX

EXHIBIT 6

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

TARA BLIZZARD, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

NATIONWIDE MUTUAL INSURANCE
COMPANY.

Defendant.

Case No. 2025-014421-CA-01

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

Plaintiff Tara Blizzard, on behalf of herself and all members of the Settlement Class (“Plaintiff” or “Class Representative), and Defendant Nationwide Mutual Insurance Company (“Defendant”) (collectively, the “Parties”) have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

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

Representative and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy Florida Rule of Civil Procedure 1.220 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application"), request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's Fee Application, and/or the request for Service Award for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application and request for Service Awards for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

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

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

Provisional Class Certification and Appointment of Class Representatives and Class Counsel

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

issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks omitted). In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class – *i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied – except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Id.*; *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

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

All persons within the United States who, from January 6, 2021 through the date of preliminary approval of the class settlement, received one or more prerecorded voice calls on their cellular telephone line regarding the renewal and/or expiration of their pet insurance policy with Defendant.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any member of the Settlement Class who has timely opted out of this proceeding; (6) Plaintiff’s Counsel, their employees, and their immediate family; and (7) the mediator used in this action.

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

(a) Numerosity: In the Action, approximately 80,000 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder of all members is impracticable.

(b) Commonality: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendant’s class-wide practices are common to the Plaintiff and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiff’s claims are typical of the Settlement Class because they concern the same alleged Defendant’s practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 1.220 relates to: (1) whether the proposed class representative has interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314 (S.D. Fla. 2001). Here, adequacy is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff has retained competent counsel to represent them and the Settlement Class. Class Counsel

regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Class in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Rel. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 1.220 is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the Settlement Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Here, common questions present a significant aspect of the case and can be resolved for all Settlement Class Members in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual Settlement Class Members. Moreover, each member of the Settlement Class has claims that arise from the same or similar alleged Defendant’s practices as well as the same legal theories.

7. The Court appoints Plaintiff Tara Blizzard as the Class Representative.

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

9. The Court recognizes that Defendant reserves all of its defenses and objections

against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason, or for the reasons identified in the Settlement Agreement. Defendant also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason, or for the reasons identified in the Settlement Agreement.

Preliminary Approval of the Settlement

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

11. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement

Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice and the Claims Process

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

13. Epiq Systems, Inc. shall serve as the Administrator.

14. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement Agreement, using the Class notices substantially in the forms attached to the Settlement Agreement and approved by this Preliminary Approval Order. Notice shall be provided to Settlement Class Members pursuant to the Class Notice program, as specified in the Settlement Agreement and approved by this Preliminary Approval Order. The Class Notice program shall include e-mail Notice and mail Notice (to the extent necessary), and the Long-Form Notice, as set forth in the Settlement Agreement and below.

Notice

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

Settlement Website

16. The Administrator shall establish a Settlement Website as a means for Settlement Class Members to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Class Notice program. The Settlement Website shall include to the Settlement, the Long-Form Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agree to include. These documents shall remain on the Settlement Website until at least 60 days following the Claim Deadline.

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

18. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement, as long as it does not affect the deadlines in paragraph 26 of this Order.

Final Approval Hearing, Opt-Outs, and Objections

19. **A Final Approval Hearing shall be held before this Court on _____, 2026 at _____.m through Zoom or other video conferencing equipment** to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's fee application and request for Service Awards for the Class Representative should be granted.

20. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement Agreement. To be valid and timely, opt-out requests must be received by all those listed in the Long-Form Notice no later than 60 days after the deadline for completion of Notice.

21. Any Settlement Class Member may object to the Settlement, Class Counsel's fee application, or the request for a Service Award for Plaintiff. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and Defendant's Counsel, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be postmarked no later than 60 days after the deadline for completion of Notice, as set forth in the Notice. To be valid, an objection must include the following information:

- a) the name of the Action;
- b) the objector's full name, address, and telephone number;
- c) an explanation of the basis on which the objector claims to be a Settlement Class Member;
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e) the number of times 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) the number of times the objector's counsel and/or counsel's law firm have represented individuals or entities in objecting to a class action settlement within the preceding five (5) years, the caption of each case in which the objector's counsel and/or counsel's law firm have represented individuals or entities objecting to a class action settlement, and a copy of any orders related to or ruling on those objections that were issued by the trial and appellate courts in each listed case;
- h) 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 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 the objector's counsel;
- i) 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;
- j) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- k) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing, in which case the objector must follow the Appearance requirements below;

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

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

22. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for a Service Award for Plaintiff, no later than 45 days before the Final Approval Hearing.

23.

Effect of Failure to Approve Settlement

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

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

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

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and

public statements, may be used as evidence in this proceeding. In addition, neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence in this proceeding.

Stay/Bar of Other Proceedings

25. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against Defendant and any of the Released Parties in any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

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

<u>Event</u>	<u>Date</u>	<u>Timeline</u>
Deadline for Completion of Notice		30 days after entry of the Preliminary Approval Order
Deadline for opting-out of the Settlement and for submission of Objections		60 days after the Deadline for Completion of Notice
Deadline for submitting claims		15 days after Final Approval Hearing.
Deadline for filing Motion for Final Approval of Settlement and Class Counsel's Fee application and expenses, and for service award		45 before Final Approval Hearing
Final Approval Hearing	_____	At least 120 days after entry of Preliminary Approval Order

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

HON.
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record