

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

Tysen Hansen, individually and on behalf of
all other similarly situated,

Plaintiffs,

vs.

ASP Aesthetics LP,

Defendants.

CASE NO. 2025LA001594

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 Tysen Hansen (“Plaintiff” or “Class Representative”), on behalf of himself and the proposed Settlement Class, and Defendant ASP Aesthetics LP (“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 himself and a putative class in the lawsuit styled *Hansen v. ASP Aesthetics LP*, in the Eighteenth Judicial Circuit in and for DuPage County, Illinois, which asserts claims under the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”).

WHEREAS, Plaintiff alleges that he and members of the putative class received marketing text messages from Defendant after requesting not to receive additional messages, which allegedly harmed him and the putative class (the “Allegations”);

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

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

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Class and appoint him as Class Representative and his 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 proposed Settlement Class;

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

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

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

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

I. DEFINITIONS

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

A. “Administrator” means Continental DataLogix LLC which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (1) arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (2) making any electronic mailings to Settlement Class Members required under this Agreement; (3) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee and Defendant’s counsel; (4) establishing the Settlement Website; (5) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (6) 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 Plaintiff or Class Counsel in connection with the Action.

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

E. “Claim Deadline” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be postmarked, which shall occur no later than fifteen (15) days *after* the Final Approval Order is entered. All Claims postmarked (or submitted online) on or before the Claim Deadline shall be timely, and all Claims postmarked after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

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

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

H. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who submit 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 120, Fort Lauderdale FL 33301 and Manuel S. Hiraldo, Hiraldo, P.A., 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301.

A. “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.

B. “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 forty-five (45) days from entry of the Preliminary Approval Order.

C. “Class Period” means the time period from April 4, 2021 through the date of preliminary approval of this settlement.

D. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator.

E. “Counsel for Defendant” means: Samantha L. Southall, Buchanan Ingersoll & Rooney PC, 50 S. 16th Street, Suite 3200, Philadelphia, PA 19102-2555, and Christian C. Kohlsaatt, Buchanan Ingersoll & Rooney PC, Two South Biscayne Boulevard, Suite 1500, Miami, FL 33131-1822.

F. “Court” means the Eighteenth Judicial Circuit in and for DuPage County, Illinois.

G. “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.

H. “Effective Date” means the day which the Court enters the Final Approval Order.

I. “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.

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

K. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 2**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Illinois Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for attorneys’ fees and expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

L. “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.

M. “Notice” means the e-mail individual notice and postcard (the latter as necessary) 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.

N. “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.

O. “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 designated as a date no later than eighty days (80) from entry of the Preliminary Approval Order.

P. “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 designated as no later than eighty days (80) from entry of the Preliminary Approval Order.

Q. “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.

R. “Released Claims” means all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not 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 relate to or arise from the Allegations, including, but not limited to any and all claims under the TCPA, or any other related state or federal analogue.

S. “Released Parties” means Defendant, the studios supported by Defendant’s subsidiaries, and each of Defendant’s affiliates, agents, employees, subsidiaries, predecessors, successors, parents, co-venturers, divisions, joint ventures and assigns, as well as each of those entities’ or persons’ past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns.

T. “Request for Exclusion” means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

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

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

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

Settlement Class:

All persons within the United States who, within during the Class Period, (1) made a request to Defendant to not receive future text messages, (2) were sent a text message from Defendant or anyone on Defendant’s behalf, (3) to said person’s cellular telephone number, (4) regarding Defendant’s goods, products or services.

The Settlement Class excludes the following: (i) the trial judge presiding over this case; (ii) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (iii) any of the Released Parties;

(iv) the immediate family of any such person(s); and (v) any Settlement Class Member who has timely opted out of this proceeding.

X. “Settlement Class Claimant” means any Settlement Class Member who submits a valid and timely Claim in accordance with this Agreement.

Y. “Settlement Class Data” means data relating to approximately 4,891 persons who, according to Defendant’s records, may be Settlement Class Members. The Settlement Class Data shall be treated as Confidential Information. It includes the telephone number of members of the Settlement Class and how many allegedly violative text messages each member received.

Z. “Settlement Class Member(s)” means any member of the Settlement Class.

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

BB. “Settlement Fund” means the total maximum amount that Defendant has agreed to make available to, as described in Section II B.1, to cover the Claim Settlement Payments, all Attorneys’ Fees and Expenses, all Notice and Administration Costs, and any Service Award in full settlement of this Action.

CC. “Settlement Website” means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant’s conditional agreement is contingent on (i) the Parties’ execution of this Agreement, (ii) the Court’s entry of the Final Approval Order, and (iii) the Final

Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Illinois Rules of Civil Procedure, Illinois Rules of Evidence, and any applicable state law or rule of civil procedure or evidence.

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

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:

A. Defendant shall make up to One Million, Three Hundred Nineteen Thousand, Four Hundred Fifty Thousand Dollars (\$1,319,450) in cash (the “Settlement Fund”) available for payment of claims submitted by Class Members.

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

C. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check in the amount of up to \$55.00 per text message that the Class Member received from or on behalf of Defendant after first asking Defendant to stop contacting them. Only one (1) claim is allowed per Settlement Class Member and no Settlement Class Member shall be entitled to any payment or compensation in excess of ten (10) violative text messages per Settlement Class Member.

D. Within sixty (60) days after Final Approval, 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 sixty (60) days from the date on the check.

E. 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.

F. Defendant agrees to adopt policies and procedures to ensure compliance with the TCPA.

C. Settlement Approval

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

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Class Counsel will request, and Defendant will not oppose, a Service Award not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff, to be paid from the Settlement Fund. If the Court awards the Service Award, the Administrator shall deliver payment for Plaintiff to Class Counsel within fourteen (14) days of Final Approval. Upon receipt, Class Counsel will be responsible for then providing payment to Plaintiff.

2. Attorneys' Fees and Expenses

Class Counsel will request, and Defendant will not oppose, an award of Attorneys' Fees and Expenses of 33% of the Settlement Fund but not to exceed Four Hundred Thirty-Five Thousand, Four Hundred Eighteen Dollars and Fifty Cents (\$435,418.50), to be paid by Defendant from the Settlement Fund. 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 awarded shall be paid to Class Counsel within fourteen (14) days of Final Approval.

E. Administrator

The Parties have agreed on Continental DataLogix LLC as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration

as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties agree is appropriate.

The Parties will coordinate with the Administrator to provide and mail/email Notice to the Settlement Class, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

If the Administrator reasonably suspects that a Claim Form is incomplete, contains inaccurate information, or may have been fraudulently submitted, the Administrator shall notify counsel for the Parties and may conduct any investigation the Administrator deems necessary to determine the validity of the Claim. The Administrator shall have the authority to make all determinations regarding the validity of any Claim Form, including whether it is deficient or fraudulent.

If the Administrator determines that a Claim Form is deficient or invalid, the Administrator shall provide the claimant with written notice of the deficiency or disallowance, including a brief statement of the reason(s) for the determination. Claimants shall have fourteen (14) calendar days from the date the notice is sent to provide additional information or documentation to cure the deficiency.

If the claimant does not timely cure the deficiency, or if the Administrator determines after review that the Claim is invalid and/or fraudulent, the Administrator's final determination shall be binding, and the Claim shall be disallowed with no further right of appeal, challenge, or review.

All Notice and Administrative Costs shall be paid by Defendant from the Settlement Fund. 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.

F. Notice

1. Notice to the Settlement Class

Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Any Notices provided under or as part of the Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. At Defendant's request, ownership of the Settlement Website URL shall be transferred to Defendant within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following distribution of the Claim Settlement Payments, or such other date as Class Counsel and Defendant may agree upon in writing. To the extent that the Parties or Administrator determine that ministerial changes to the Notice Plan are necessary before disseminating notice to the Settlement Class Members, they may make such changes without further application to the Court.

2. Settlement Class Data

Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant—if it has not already done so—will provide to the Administrator the Settlement Class Data in electronic format, including any email addresses and/or physical addresses the Defendant has for each

Settlement Class member and the text message records showing the number of violative text messages sent to each Settlement Class member.

3. Notice

The Administrator shall send 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 commonly used in the class administration industry to verify and/or update e-mail addresses (e.g., reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the E-Mail Notice to all Settlement Class Members. The E-Mail Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the E-Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order. 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.

4. Long-Form Notice

Notice will contain the address for the Settlement Website, www.ASPTCPAsettlement.com. On the website, Settlement Class Members will find important documents and court filings, including the Long-Form Notice, which will contain more detail than the 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.

5. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) enables Settlement Class Members to access and download the Claim Form, (ii) provides contact information for the Administrator and Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement and Class Notice; the Long-Form Notice, the Preliminary Approval Order; the Complaint; and, when filed, the Final Approval Order. The Class Notice shall include the address (URL) of [www. ASPTCPAsettlement.com](http://www.ASPTCPAsettlement.com) for the Settlement Website. The Administrator shall maintain the Settlement Website until at least sixty (60) days following the Claim Deadline. The Settlement Website shall have a portal where Claim Forms can be submitted.

6. IVR

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

G. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a Claim, Settlement Class Members must correctly provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information: (a) Settlement Class Member's name, current address, telephone number, and e-mail address (if any); (b) Settlement Class Member's telephone number that received a text message from Defendant; and (c) an affirmation that the Settlement Class Claimant received at least one text message from Defendant within the Class Period after making a request not to receive additional text messages.

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by submitting a claim on the Settlement Website on a date no later than the Claim Deadline. Only one Claim Form may be submitted per cellular telephone number that was sent a text message by or on behalf of Defendant, regardless of how many messages were received by the Settlement Class Member. Claim Forms can also be submitted via email to the Administrator or by mail to the Administrator.

3. Invalid Claims

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

4. Claim Review Process

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

H. Opt-Out Rights

1. Opt-Out Requirements

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to the Administrator, at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the cellular telephone number at which the person received a text 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 deemed to 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. List of Requests for Exclusion

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

4. All Settlement Class Members Bound By Settlement

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

I. 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 in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by 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;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

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

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

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 text 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 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.

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

1. Settlement Fund

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Class, any Attorneys' Fees and Expenses, any Service Award, and all Notice and Administrative Costs. The Settlement Fund shall be the sole and exclusively monetary contribution or consideration paid or provided by Defendant under this Settlement Agreement and Defendant shall not, under any circumstances, be obligated to pay any additional amounts beyond the amount set forth in the definition of Settlement Fund that is not used to provide relief for the Settlement Fund that is not used to provide relief for the Settlement Class, Attorneys' Fees and Expenses, and Service Award, and any Notice and Administrative Costs shall remain with Defendant.

2. Funding

Defendant, within thirty (30) days after Final Approval, shall fund all amounts required by the Administrator for distribution of any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms.

3. Distribution

The Administrator shall pay any Claim Settlement Payments to Settlement Class Claimants who submit timely and valid Claim Forms within sixty (60) days after Final Approval.

K. Non-Approval of Agreement

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

L. Termination of Agreement

Either Party shall have the right in his or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court, after the motion for preliminary approval is filed, fails or declines to grant Preliminary Approval in accordance with the terms of the Preliminary Approval Order; (2) the Court, after granting Preliminary Approval in accordance with the terms of the Preliminary Approval Order, fails or declines to grant Final Approval in accordance with the terms of the Final Approval Order; (3) an appellate court vacates or reverses the Final Approval

Order; (4) the Effective Date does not occur for any reason; or (5) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs.

M. Retention of Records

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

III. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (1) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (2) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (3) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (4) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

B. Dismissal of Claims

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

C. Continuing Jurisdiction of Court

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

IV. 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. Also, upon the Effective Date of this Agreement, the Defendant shall release the Plaintiff from all 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 read as follows:

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

The 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 the Effective Date of this Agreement, the Released Parties shall be released and forever discharged for any and all claims that they may have against any of the Released Parties. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

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

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

V. COVENANTS, REPRESENTATIONS, AND WARRANTIES

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

foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

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

Class Counsel Represent and Warrant that: (a) 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; (b) they will keep confidential and not publicly disclose, disseminate, or use any of the information in the Settlement Class Data; and (c) they have no present intention to advertise for or solicit individuals to bring any additional lawsuits or claims against released parties.

VI. MISCELLANEOUS PROVISIONS

A. Receipt of Advice of Counsel

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

B. Cooperation to Facilitate this Settlement

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

C. Representation by Counsel

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

D. No Admission of Liability

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

E. Contractual Agreement

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

F. Change of Time Periods

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

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

H. Drafting

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

I. Costs

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

J. Modification or Amendment

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

K. No Waiver

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

L. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

M. No Violation of Law or Agreement

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

N. Successors

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

O. Choice of Law

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

P. Fair and Reasonable

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

Q. Headings

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

R. Exhibits

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

S. Counterparts

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

T. Facsimile and Electronic Mail

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

U. Warranty of Signature

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

V. No Assignment

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

W. Confidentiality; Communications to Media and Public


The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application. The Parties 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: 12/22/25


Tysen Hansen (Dec 22, 2025 14:42:23 CST)

TYSEN HANSEN

Dated: 12/22/25


Manuel Hiraldo (Dec 22, 2025 15:44:19 EST)

Counsel for Plaintiff and the Settlement Class

Dated: 12/23/2025

ASP AESTHETICS LP

Signed by:
By: 
D46D17C8C9ED70A...

Name: Alexander Weiss

Title: CFO

Dated: 12/23/2025



Counsel for Defendant

EXHIBIT 1

**ASP AESTHETICS LP – TEXT MESSAGE SETTLEMENT
CLAIM FORM**

Case No. 2025LA001594

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

**DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED BY [MONTH DAY, YEAR],
BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE
SETTLEMENT AGREEMENT. YOU MUST SUBMIT THIS CLAIM FORM TO
RECEIVE A SETTLEMENT PAYMENT.**

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

YOUR CONTACT INFORMATION			
Name:			
	(First)	(Middle)	(Last)
Current Address:			
	(City)	(State)	(ZIP Code)
Cellular Telephone Number where you received a Text Message from ASP AESTHETICS LP:			
(_____) _____ - _____			
Email address (if any): _____			
Current Cellular Phone Number: ()__-__ or <input type="checkbox"/> check if same as above (Please provide a phone number where you can be reached if further information is required.)			
Settlement Class Member Verification			
By submitting this claim form, I attest that to the best of my knowledge, that between April 4, 2021 and the [date of preliminary approval of this settlement], I received a text message from Defendant after I notified Defendant that I no longer wanted to receive text messages.			

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

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

EXHIBIT 2

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

TYSEN HANSEN, individually and on behalf of
all other similarly situated,

Plaintiff,

v.

ASP Aesthetics LP,

Defendant.

Case No.: 2025LA001594

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

This matter coming to be heard on Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement (the “Motion”) and Plaintiff’s Motion and Memorandum of Law for Attorneys’ Fees, Costs, Expenses, and Service Awards, due and adequate notice having been given to the Settlement Class Members, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment (the “Final Approval Order”) shall have the same meaning as ascribed to them in the Settlement Agreement and Release (“Settlement Agreement”) between Plaintiff Tysen Hansen (“Plaintiff”), on his own behalf and on behalf of the Settlement Class Members, and Defendant ASP Aesthetics LP (“Defendant” and with the Plaintiff, the “Named Parties”).

2. This Court has jurisdiction over the subject matter of this action and personal jurisdiction over all parties to this action, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated _____. At that time, the Court preliminarily certified a settlement class of the following individuals:

All persons within the United States who, during the Class Period, (i) made a request to Defendant to not receive future text messages, (ii) were sent a text message from Defendant or anyone on Defendant's behalf, (iii) to said person's cellular telephone number, (iv) regarding Defendant's goods, products or services.

Specifically excluded from the settlement class are the following:

- (i) Defendant and its respective subsidiaries, affiliates, employees, officers, directors, agents, counsel, and representatives;
- (ii) Settlement Class Counsel and their employees and immediate family;
- (iii) The judges who have presided over the Action;
- (iv) Any of the Released Parties;
- (v) All persons who have properly and timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's orders.

Under 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the Settlement Class.

4. The Court has read and considered the papers filed in support of this Motion for entry of the Final Approval Order, including the Settlement Agreement and Exhibits thereto.

5. The Court held a Final Approval Hearing on, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, was entered into in good faith, and is in the best interests of the Settlement Class Members and all Parties in light of the

complexity, expense, and duration of the Litigation and the risks involved in establishing liability and damages in maintaining the class action through trial and appeal. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arm's-length negotiations between experienced attorneys familiar with the legal and factual issues in this case, presided over by a neutral mediator, further support this finding.

7. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims against the Released Parties. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Litigation and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

8. The persons who are listed on Exhibit 1 to this Order (if any), and only those persons, have made timely and valid requests for exclusion and are excluded from the Settlement Class and shall neither share in nor are bound by this Final Approval Order.

9. For settlement purposes only, the Court confirms the appointment of Plaintiff Tysen Hansen as Class Representatives of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class Members:

- (1) Manuel S. Hiraldo of Hiraldo P.A., 401 E. Las Olas Blvd, Suite 1400. Ft. Lauderdale, Florida 33301
- (2) Michael Eisenband of Eisenband Law P.A.; 515 E Las Olas Blvd., Ste 1300, Fort Lauderdale, FL 33301

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those

common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this action.

12. Pursuant to this Court's Order granting preliminary approval of the Settlement, Continental DataLogix LLC ("Settlement Administrator") was appointed as Settlement Administrator. This Court finds that the Settlement Administrator has performed all duties thus far required as forth in the Settlement. The Court affirms the appointment of Continental DataLogix LLC as Settlement Administrator.

13. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its declaration filed with the Court. The Court further finds that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances; was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action and their rights to object to or exclude themselves from the Settlement Class and to appear at the Final Approval Hearing; was reasonable, and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution; and protects the interests of the Settlement Class and the Class Representative.

14. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement.

15. The Court dismisses this action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement).

16. In this Order:

a. “Released Claims” means all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not 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 relate to or arise from the Allegations, including, but not limited to any and all claims under the TCPA, or any other related state or federal analogue.

b. “Released Parties” means Defendant, the studios supported by Defendant’s subsidiaries, and each of Defendant’s affiliates, agents, employees, subsidiaries, predecessors, successors, parents, co-venturers, divisions, joint ventures and assigns, as well as each of those entities’ or persons’ past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns.

c. “Releasing Parties” means Plaintiff, the Settlement Class, and each Settlement Class Member.

d. Upon entry of this Final Approval Order, the Releasing Parties shall be deemed to have released, and by operation of the Final Approval Order shall have fully, finally, and forever released, acquitted, relinquished and completely discharged, any and all Released Claims against the Released Parties as set forth in the Settlement Agreement.

17. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, continuing, intervening in, participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, or organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding, any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

19. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$435,418.50. This amount shall be paid in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorney's fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class Members. Second, the Court finds the payment fair and reasonable in light of the work performed by Class Counsel and the significant risk of obtaining any recovery had they proceeded with litigation. Third, the Court concludes that the Settlement was negotiated in good faith at arm's-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members.

20. The Court approves a service award in the amount of \$5,000.00 (five thousand dollars) for the plaintiff Class Representative, and specifically finds such amount to be reasonable in light of the services performed by the plaintiff Class Representative for the Settlement Class Members, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class Members. This amount shall be paid in accordance with the terms of the Settlement Agreement.

21. Neither this Final Approval Order, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement, or of any misrepresentation or omission in any statement or written

document approved or made by Defendant or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement. This Final Approval Order is not a finding of the validity or invalidity of any claims in the Litigation or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval Order approving the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

22. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Approval Order and do not limit the rights of the Parties or Settlement Class Members.

23. Without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose.

IT IS SO ORDERED.

ENTERED: _____

Judge
Circuit Court Judge
Circuit Court of DuPage County, Illinois

EXHIBIT 3

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

If You Received a Text Message from ASP AESTHETICS LP

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 Settlement has been reached in a class action lawsuit about whether ASP Aesthetics LP (“Defendant”) sent marketing text messages to cellular telephone numbers after being asked to stop in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). 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 receive your payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a 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.

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

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BASIC INFORMATION

1. What is this litigation about?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Tysen Hansen v. ASP Aesthetics LP*, in the Judicial Circuit Court of the Eighteenth Judicial Circuit in and for DuPage County, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Hon. {INSERT} a Judge of the Eighteenth Judicial Circuit in and for DuPage County, Illinois is overseeing this case. The persons who sued, Plaintiff Tysen Hansen is called the “Plaintiff.” ASP Aesthetics LP is called the “Defendant.”

2. What is this litigation about?

The lawsuit alleges that Defendant sent text messages to Plaintiff’s cellular telephone number after Plaintiff asked Defendant to stop doing so in violation of the TCPA, and seeks actual and statutory damages under the TCPA 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 Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.ASPTCPAsettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the TCPA?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that restricts the use of marketing related text message calls without prior express consent.

4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Plaintiff) sue 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 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. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

6. Who is included in the Settlement?

The Settlement includes all persons who received text messages on their cellular telephone from Defendant after having first asked Defendant to stop sending them text messages. Specifically, the Settlement Class is defined as:

All persons within the United States who, during the Class Period, (1) made a request to Defendant to not receive future text messages, (2) were sent a text message from Defendant or anyone on Defendant’s behalf, (3) to said person’s cellular telephone number, (4) regarding Defendant’s goods, products or services.

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.ASPTCPAsettlement.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 pay up to \$1,319,450.00 (the “Settlement Fund”). The Settlement Fund will also be used to pay for notice and administration costs of the Settlement, attorneys’ fees and expenses incurred by counsel for the Settlement Class, and a service award for Plaintiff. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent

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

a Claim Settlement Check by the Administrator from the Settlement Fund for up to \$55.00 (for every text message they received after they had first requested the text messages to stop – for up to ten text messages based on the Settlement Class Data) after all attorneys’ fees and expenses, all Notice and Administration Costs, and any Service Award have been paid. Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 60 days following the Effective Date.

9. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, www.ASPTCPAsettlement.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 must submit a Claim Form by U.S. mail or through the Settlement Website, and it must be postmarked by [DATE].

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

10. When will I receive my check?

Payments in the form of a check to Settlement Class 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 get out of the Settlement?

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

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

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.”

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

Your exclusion request must be postmarked no later than **xxxxxxxxxx**. 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, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.ASPTCPAsettlement.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 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 Fund if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

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

Michael Eisenband, Esq.
Eisenband Law, P.A.
515 E Las Olas Blvd. Suite 1300
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 33% of the Settlement Fund for attorneys' fees and out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request a Service Award of up to \$5,000 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 Fund.

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:

- 1) A heading that includes the case name and case number—*Hansen v. ASP Aesthetics LP* – Case Number 2025LA001594.
- 2) Your name, address, telephone number, the cell phone number at which you received text messages from Defendant and if represented by counsel, the name, bar number, address, and telephone number of your counsel;
- 3) A signed statement stating, under penalty of perjury, that you received one or more text message from Defendant and are a member of the Settlement Class;
- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 5) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;
- 6) The number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case;

- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- 8) Any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you or your counsel and any other person or entity.

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 **XXXXXXXXXXXX**.

Clerk of the Court	Class Counsel	Defendant’s Counsel
DuPage County Clerk P.O. Box 1028 Wheaton, Illinois 60187	Manuel Hiraldo, Esq. Hiraldo, PA 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301	Samantha L. Southall, Buchanan Ingersoll & Rooney PC, 50 S. 16th Street, Suite 3200, Philadelphia, PA 19102-2555

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”).

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

The Court has scheduled a Final Approval Hearing on **XXXXXXXX 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.ASPTCPAsettlement.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 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.ASPTCPAsettlement.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.

EXHIBIT 4

If You Received a TEXT MESSAGE from ASP AESTHETICS LP After Requesting Not to Receive Text Messages, 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 settlement has been reached in a class action lawsuit alleging that Defendant ASP Aesthetics LP (“Defendant”) sent marketing text messages after being asked to stop doing so in violation of the Telephone Consumer Protection Act (“TCPA”). 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 text messages on their telephone from Defendant after having first asked Defendant to stop sending them text messages. Specifically, the Settlement Class is defined as:

All persons within the United States whoduring the Class Period, (1) made a request to Defendant to not receive future text messages, (2) were sent a text message from Defendant or anyone on Defendant’s behalf, (3) to said person’s cellular telephone number, (4) regarding Defendant’s goods, products or services.

What Are the Settlement Terms? To fully settle and release claims of the Settlement Class Members, Defendant has agreed to pay up to \$1,319,450 (the “Settlement Fund”). The Settlement Fund will be used to pay for notice and administration costs of the Settlement, attorneys’ fees and expenses incurred by counsel for the Settlement Class, and a service award for Plaintiff. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator of up to \$55 per text message they received (for every text message they actually received after they had first requested the text messages to stop –for up to ten (10) text messages per Settlement Class Member based on the Settlement Class Data) after all attorneys’ fees and expenses, all Notice and Administration Costs, and any Service Award have been paid. Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 60 days following the Effective Date.

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.ASPTCPAsettlement.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 or by email 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, 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 33% of the Settlement Fund and a service award of \$5,000.00 to Plaintiff. Any attorneys' fees, expenses or service award will be paid by Defendant through the Settlement Fund. You may appear at the hearing, either yourself or through an attorney you hire, but you don't have to.

For more information, call or visit the Settlement Website.
www.ASPTCPAsettlement.com or 1- **xxx-xxx-xxxx**

EXHIBIT 5

If You Received a TEXT MESSAGE from ASP AESTHETICS LP After Requesting Not to Receive Text Messages, 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 settlement has been reached in a class action lawsuit alleging that Defendant ASP Aesthetics LP (“Defendant”) sent marketing text messages after being asked to stop doing so in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). 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.

Who’s Included? The Settlement includes all persons who received text messages on their cellular telephone from Defendant after having first asked Defendant to stop sending them text messages. Specifically, the Settlement Class is defined as: All persons within the United States who, during the Class Period, (1) made a request to Defendant to not receive future text messages, (2) were sent a text message from Defendant or anyone on Defendant’s behalf, (3) to said person’s cellular telephone number, (4) regarding Defendant’s goods, products or services.

What Are the Settlement Terms? Defendant has agreed to make up to \$1,319,450 available for payment of claims submitted by Class Members (the “Settlement Fund”). The Settlement Fund will be used to pay for notice and administration costs of the Settlement, attorneys’ fees and expenses incurred by counsel for the Settlement Class, and a service award for Plaintiff. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator of up to \$55.00 per text message they received (for every text message they actually received after they had first requested the text messages to stop –for up to ten (10) text messages per Settlement Class Member based on the Settlement Class Data) after all attorneys’ fees and expenses, all Notice and Administration Costs, and any Service Award have been paid. Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 60 days following the Effective Date.

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

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, 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.ASPTCPAsettlement.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 33% of the Settlement Fund and a Service Award of up to \$5,000 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.ASPTCPAsettlement.com.

<p><u>COURT ORDERED LEGAL NOTICE</u></p> <p>If you received a Text message from ASP Aesthetics LP</p> <p>you may be entitled to a cash payment.</p> <p>Complete and return the enclosed form by</p> <p>_____</p> <p>to receive a cash payment.</p>	<p>Hansen v. ASP Aesthetics LP Class Action Settlement PO BOX 0000 City, State, Zip Code</p> <p>Class Member John Doe 123 ABC Street Miami, FL 12345 Claim ID No.:</p> <p>_____</p>
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**Tysen Hansen v. ASP Aesthtics LP –
Case No. 2025LA001594
TEXT MESSAGE TCPA SETTLEMENT**

CLAIM FORM

Name & Address: [PREFILL]

Current Phone Number: [Claimant Fill]

Cellular Phone Number on Record: [PREFILL]

1. ADDRESS (if different from above)

Primary Address

Primary Address continued

City: _____ State: _____ Zip Code: _____

2. AFFIRMATION (required): By submitting this claim form, I attest that to the best of my knowledge, that between April 4, 2021 and the [date of preliminary approval of this settlement], I received a text message from Defendant after I notified Defendant that I no longer wanted to receive text messages. _____

Postage
prepaid
mark

Hansen v. ASP Aesthetics LP
Claims Administrator
P.O. Box _____
XXXX, XX

EXHIBIT 6

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

TYSEN HANSEN, individually and on behalf of
all other similarly situated,

Plaintiffs,

v.

ASP Aesthetics LP,

Defendants.

Case No.: 2025LA001594

**[PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiff’s Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the “ Motion for Preliminary Approval”), the Court having reviewed in detail and considered the Motions, the Class Action Settlement Agreement and Release (“Settlement Agreement”) between Plaintiff Tysen Hansen (“Plaintiff”) and Defendant ASP Aesthetics LP (collectively, “Defendant,” and with the Plaintiff, the “Named Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement is GRANTED.
2. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.

3. The Parties have agreed to a class action settlement of all Released Claims. Plaintiff seeks and for purposes of settlement only, Defendant does not object to certification of a Settlement Class defined as follows:

All persons within the United States who, during the Class Period, (1) made a request to Defendant to not receive future text messages, (2) were sent a text message from Defendant or anyone on Defendant's behalf, (3) to said person's cellular telephone number, (4) regarding Defendant's goods, products or services.

Specifically excluded are the following Persons:

- (i) Defendant and its respective subsidiaries, affiliates, employees, officers, directors, agents, counsel, and representatives;
- (ii) Settlement Class Counsel and their employees and immediate family;
- (iii) The judges who have presided over the Action;
- (iv) Any of the Released Parties;
- (v) All persons who have properly and timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's orders.

4. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable, And Adequate

5. Approval of a class action settlement should be given if the settlement offer is fair, reasonable, and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for the plaintiff on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length, and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings

and the amount of discovery completed. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990).

6. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is no question that the Parties are at arm's-length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by a respected class action mediator, Howard Tescher of Tescher Mediation.

7. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members who submit an approved Claim Form shall be entitled to up to \$55.00 per text message they received from Defendant after they had asked Defendant to stop contacting them for up to \$550.00 in total compensation per Settlement Class Member. In light of the complexity, length, and expense of further litigation, as well as the strength of the case for Plaintiff on the merits, this relief is adequate for settlement purposes. If the Settlement had not been reached, the Parties faced extensive briefing on the merits of Plaintiff's claims, class certification, and the Settlement Class Members' rights to be part of any class given the defenses that Defendant could have asserted, the outcome of any of which would have been uncertain.

8. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class who will be able to submit claims for Cash Payments online or by mail and those claims will be processed by an experienced claims administrator, as further addressed below.

9. No agreements exist between the Parties aside from the Settlement.

10. The Settlement treats members of the proposed Settlement Class equitably relative to each other. All members of the Proposed Settlement Class may claim and each will be paid based on the number of violative text messages each received after all attorneys' fees and expenses, all Notice and Administration Costs, and any Service Award have been paid. This relief is equitable in light of the claims of the Settlement Class Members.

11. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits, and the Parties' arguments, this Court finds that the Settlement is fair, reasonable, and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing as described below.

Likely Certification Of Settlement Class

12. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 contains four prerequisites in order to maintain a class action: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

13. The proposed Settlement Class is sufficiently numerous given that it consists of approximately 4,891 people in the United States.

14. Resolution of the Litigation depends on the common answers to common questions, such as: whether Defendant sent text messages in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the "TCPA") and there are no individual issues precluding class treatment (predominance).

15. The proposed Settlement Class representative and Settlement Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

16. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class have not suffered sufficient damages to justify the costs of individual litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a Cash Payment.

17. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 3 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

18. The Court hereby preliminarily appoints the Plaintiff as representative of the Settlement Class. The Court hereby preliminarily appoints Manuel Hiraldo, Esq. of Hiraldo P.A. and Michael Eisenband, Esq. of Eisenband Law P.A. as Settlement Class Counsel.

19. In any Final Order and Judgment issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action, any lawsuit or arbitration, or other proceeding (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the Action or the Released Claims.

Approval Of The Manner And Form Of Notice

20. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted two proposed forms of Class Notice: Email Notice and Postcard Notice, both of which are attached to the Settlement Agreement as Exhibits 4 and 5. In addition, the Parties will direct the Settlement Administrator to create a Settlement Website where the Notice and Claim Form will be available.

21. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties’ proposed plan for providing notice to Settlement Class Members (a) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiff’s Motion.

22. Continental DataLogix LLC has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Continental DataLogix LLC to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below, and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

23. Accordingly, the Court hereby ORDERS as follows:

24. 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 the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement Agreement and approved by this Preliminary Approval Order. The Class Notice program shall include e-mail Notice and mail Notice (to the extent necessary), and the Long-Form Notice, as set forth in the Settlement and below.

Notice

25. The Administrator shall administer Notice as set forth in the Settlement Agreement. The Notice shall be completed and issued no later than 45 days after entry of the Preliminary Approval Order.

Settlement Website

26. 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.

27. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement. To the extent that the Parties or Administrator determine that ministerial changes to the Notice Plan are necessary before disseminating notice to the Settlement Class Members, they may make such changes without further application to the Court

Final Approval Hearing And Related Deadlines

28. This Court will hold a Final Approval Hearing, on _____ at _____ a.m. CDT/CST, in Courtroom ___ of the Eighteenth Judicial Circuit Court of

DuPage County, 505 N. County Farm Road, Wheaton, Illinois 60187 or **by remote means** as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness, and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Settlement Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Plaintiff, and dismissing the claims against Defendant with prejudice.

29. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members or to approve the Settlement with modification without further notice to Settlement Class Members.

30. 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 80 days after entry of the Preliminary Approval Order.

31. 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 80 days after entry of the Preliminary Approval Order, 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 upon which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Application;
- g. 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;
- h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- k. the objector's signature (an attorney's signature is not sufficient).

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

32. 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 65 days after entry of the Preliminary Approval Order.

33. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request a Service Award for Plaintiff no later than 90 days from entry of the Preliminary Approval Order.

Effect of Failure to Approve Settlement

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

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;
- b. Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiff on any point of fact or law; and
- c. Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

Stay/Bar of Other Proceedings

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

36. 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		45 days from entry of the Preliminary Approval Order
Deadline for opting-out of the Settlement and for submission of Objections		80 days from entry of the Preliminary Approval Order
Deadline for submitting claim form		15 days after the Final Approval Order
Deadline for filing Motion for Final Approval of Settlement and Class Counsel’s Fee application and expenses, and for service award		65 days from entry of the Preliminary Approval Order
Deadline for Responses to Objections		90 days from entry of the Preliminary Approval Order
Final Approval Hearing		Approximately 100 days from entry of the Preliminary Approval Order

IT IS SO ORDERED.

ENTERED: _____

 Judge
 Circuit Court Judge
 Circuit Court of DuPage County, Illinois

Exhibit B

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

Tysen Hansen, individually and on behalf of
all other similarly situated,

Plaintiff,

vs.

ASP Aesthetics LP,

Defendant.

CASE NO. 2025LA001594.

**DECLARATION IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

I, Manuel S. Hiraldo declare as follows:

1. I am one of the attorneys designated as Class Counsel for Plaintiff under the parties' Settlement Agreement ("Settlement" or "Agreement").¹ I submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.
2. The Parties' proposed Settlement is exceedingly fair, and well within the range of similar TCPA class actions involving text messages.
3. Class Counsel are particularly experienced in the litigation, certification, trial, and settlement of nationwide class action cases especially as to the Telephone Consumer Protection Act. *See* Firm Resumes which are attached as **Exhibit 1**.
4. The Settlement was reached only after extensive negotiations between the Parties at the settlement conference conducted by the Mediator Howard Tescher of Tescher Mediation

¹ All capitalized defined terms used herein have the same meanings ascribed in the Agreement.

Group, Inc.

5. The Settlement was not conditioned on any number of attorneys' fees for Class Counsel or Service Award for Plaintiff, which speaks to the fundamental fairness of the process.
6. A preliminary review of the factors related to the fairness, adequacy and reasonableness of the Settlement demonstrates that it fits well within the range of reasonableness, such that Preliminary Approval is appropriate.
7. Plaintiff and Class Counsel believe that the claims asserted are meritorious and that Plaintiff would prevail if this matter proceeded to trial. Defendant argues that Plaintiff's claims are unfounded, denies any liability, and has shown a willingness to litigate vigorously.
8. The Parties concluded that the benefits of the Settlement outweigh the risks and uncertainties attendant to continued litigation that include, but are not limited to, the risks, time and expenses associated with completing trial and any appellate review.
9. The Settlement here is the result of extensive negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues of this Action.
10. Class Counsel zealously represented their client throughout the litigation.
11. Class Counsel conducted a thorough analysis of Plaintiff's and the Class Members' claims.
12. Class Counsel are confident in the strength of Plaintiff's case, but are also pragmatic in their awareness of the various defenses available to Defendant, and the risks inherent in trial and post-judgment appeal.
13. Class Counsel appropriately determined that the Settlement outweighs the risks of continued litigation.

14. There can be no doubt that this Settlement is a fair and reasonable recovery for the in light of Defendant's defenses, the uncertainty of class certification, and the challenging and unpredictable path of litigation Plaintiff and all Settlement Class members would face absent a settlement.
15. The Settlement is the best vehicle for Settlement Class Members to receive the relief to which they are entitled in a prompt and efficient manner.
16. Class Counsel were well-positioned to confidently evaluate the strengths and weaknesses of Plaintiff's claims and prospects for success at trial and on appeal.

I declare under penalty of perjury of the laws of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida, on January 6, 2026

/s/ Manuel S. Hiraldo
Manuel S. Hiraldo

EXHIBIT 1



Manuel S. Hiraldo

Mr. Hiraldo has experience in all aspects of litigation in state and federal courts, including motion practice, oral argument, discovery, mediation, trial, and appellate practice.

Prior to opening Hiraldo P.A., Mr. Hiraldo was Of Counsel at Blank Rome LLP. His practice focused on defending loan originators and servicers in consumer claims under the Telephone Consumer Protection Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and state collection and deceptive trade practices statutes.

Practice Areas

Commercial Litigation
Financial Services Litigation
Class Actions
Appellate Litigation
Real Estate Litigation
Construction Defect
Wrongful Death
Catastrophic Injury

Education

J.D., Emory University School of Law – 2006
BBA, Emory University, Goizueta Business School – 2003

Experience

Hiraldo P.A.: 2016 – present
Blank Rome LLP: 2011 – 2016
Rumberger, Kirk & Caldwell, P.A.: 2008 – 2011
Wicker, Smith, O'Hara, McCoy & Ford, P.A.: 2006 – 2008

Recognitions

2021 – 2024, Super Lawyer
2012 – 2016, "Florida Rising Star" by Super Lawyers

Court Admissions

Florida

U.S. District Court - Middle District of Florida

U.S. District Court - Northern District of Florida

U.S. District Court - Southern District of Florida

United States Court of Appeals for the Eleventh Circuit

Approved Class Settlements

- *Horn v. iCan Ben. Grp., Ltd. Liab. Co.*, 2018 U.S. Dist. LEXIS 98777 (S.D. Fla. 2018)
- *Goldschmidt v. Rack Room Shoes, Inc.*, 1:18-cv-212200-KMW (S.D. Fla. 2018)
- *Pena v. Lexington Law Firm*, 1:18-cv-24407-UU (S.D. Fla. 2018)
- *Dargoltz v. Fashion Marketing Group, Inc.*, No. 2021-009781-CA-01 (Fla. Cir. Ct. 2021)
- *Albrecht v. Oasis Power, LLC*, 1:18-cv-1061-HDL (N.D. Ill. 2018)
- *Eisenband v. Schumacher Automotive, Inc.*, 9:18-cv-80911-BB (S.D. Fla. 2018)
- *Papa v. Grieco Ford Fort Lauderdale, LLC*, 1:18-cv-21897-JEM (S.D. Fla. 2018)
- *Bloom v. Jenny Craig, Inc.*, Case No. 1:18-cv-21820-KMM (S.D. Fla. 2018)
- *Jairam v. Colourpop Cosmetics, LLC*, Case No. 1:19-cv-62438-RAR (S.D. Fla. 2019)
- *Picton v. Greenway Chrysler-Jeep-Dodge, Inc.*, Case No. 6:19-cv-00196-GAP (M.D. Fla. 2019)
- *Dipuglia v. US Coachways, Inc.*, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (
- *Banks v. Fuccillo Aff. of Fl., Inc.*, Case No. 2:19-cv-00227-JES-MRM (M.D. Fla. 2019)
- *Jackson v. South Houston Motorcars, LLC*, Case No. 4:20-cv-01955 (S.D. Tex. 2020)
- *Mohamed v. Off Lease Only, Inc.*, Case No. 1:15-cv-23352-MGC (S.D. Fla. 2015)
- *Marengo v. Miami Resch. Assocs., LLC*, No. 1:17-cv-20459-KMW, 2018 U.S. Dist. LEXIS 122098 (S.D. Fla. 2018)
- *Flores v. Village Ford, Inc.*, 2:19-cv-12368-LVP-RSW (E.D. Mich. 2019)
- *Wijesinha v. Susan B. Anthony List, Inc.*, 1:18-cv-22880-JEM (S.D. Fla. 2018)
- *King v. Classic Chevrolet, Inc.*, 4:19-cv-00429-CVE-JFJ (N.D. Okla. 2019)
- *Masson v. Tallahassee Dodge Chrysler Jeep, LLC*, 2018 U.S. Dist. LEXIS 77916 (S.D. Fla. 2017)
- *Poirier v. Cubamax Travel, Inc.*, No. 1:18-cv-23240-CMA (S.D. Fla. 2018) (

- *McLean v. Osborn, D.O., PLLC*, No. 9:18-cv-81222-DMM (S.D. Fla. 2018)
 - *Von Paulus v. Real Green Systems, LLC*, No. 1:20-cv-23819-RNS (S.D. Fla. 2020) (
 - *Saliba v. KS Statebank Corp.*, No. 2:20-cv-00503-JAT (D. Az. 2020) (
 - *Whitworth v. HH Entm't, Inc.*, No. 9:17-cv-80487-KAM, 2018 U.S. Dist. LEXIS 112223 (S.D. Fla. 2017)
 - *Gerstenhaber v. Galleria Fitness Club, LLC*, No. 1:18-cv-62108-CMA (S.D. Fla. 2018)
 - *Ramos v. Pandora, et al*, No. 0:17-cv-62100-FAM (S.D. Fla. 2017)
 - *Santos v. Biocollections Worldwide, Inc.*, No. 2020-011216-CA-01 (Fla. Cir. Ct. 2020)
-



Michael Eisenband

Mr. Eisenband has represented both plaintiffs and defendants in both state and federal courts. He has significant experience with motion practice, oral argument, discovery, mediation, and appellate practice. Prior to opening Eisenband Law, P.A., Mr. Eisenband was an associate at Blank Rome LLP and before that Greenspoon Marder LLP. Prior to opening Eisenband Law, P.A., Mr. Eisenband's practice focused on representing national lenders and mortgage servicers in contractual disputes and consumer protection lawsuits under the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act.

Education:

J.D., University of Miami School of Law – 2010
BBA, University of Miami, Miami Business School – 2006

Experience:

Eisenband Law, P.A.: 2018- Present
Blank Rome LLP: 2014-2018
Greenspoon Marder LLP: 2013-2014
Smith Hiatt & Diaz, P.A.: 2011-2013

Practice Areas:

Commercial Litigation
Appellate Litigation
Class Actions

Court Admissions:

Florida
U.S. District Court - Southern District of Florida
U.S. District Court - Northern District of Florida
U.S. District Court - Middle District of Florida
U.S. District Court - Northern District of Illinois
U.S. District Court - Southern District of Illinois
U.S. District Court - Eastern District of Oklahoma

U.S. District Court - Western District of Oklahoma
U.S. District Court - Southern District of Indiana
U.S. District Court - District of Colorado
U.S. District Court - Northern District of Ohio
U.S. District Court - Eastern District of Michigan
U.S. District Court - Northern District of Texas
U.S. District Court - Southern District of Texas
U.S. District Court - Western District of Texas
U.S. District Court - Eastern District of Wisconsin
U.S. District Court - Western District of Wisconsin
U.S. District Court – New Mexico

Recognitions:

2016-2024, “Florida Rising Star” by Super Lawyers

Notable Class Cases:

- *Gerstenhaber v. Galleria Fitness Club, LLC*, No. 1:18-cv-62108-CMA (S.D. Fla. 2018) (Class Settlement);
- *Picton v. Greenway Chrysler-Jeep-Dodge, Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 6:19-cv-196-GAP-DCI (M.D. Fla. 2019) (Class Settlement);
- *Banks v. Fuccillo Aff. of Fl., Inc.* Case No. 2:19-cv-00227-JES-MRM (M.D. Fla. 2019) (Class Settlement).
- *Flores v. Village Ford, Inc.*, No. 2:19-cv-12368-LVP-RSW (E.D. Mich. 2019) (Class Settlement)
- *King v. Classic Chevrolet, Inc.*, No. 4:19-cv-00429 (N.D. Okl. 2019) Class Settlement)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.32M ASP Aesthetics Settlement Ends Class Action Lawsuit Over Alleged Marketing Texts](#)
