

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

PAUL RYAN and DARLA SOLOMON,	)	
<i>Individually and on behalf of themselves and</i>	)	Civil Action No.: 2025-022621-CA-01
<i>others similarly situated,</i>	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
WILSHIRE LAW FIRM, P.L.C.	)	
	)	
Defendant.	)	
_____	)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among Representative Plaintiffs Paul Ryan and Darla Solomon (“Representative Plaintiffs”), on behalf of themselves and the Settlement Class, and Wilshire Law Firm, P.L.C. (“Defendant” or “Wilshire”) (Representative Plaintiffs and Defendant, collectively, the “Parties” or “Settling Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

RECITALS

On October 12, 2024, Plaintiff Paul Ryan filed a putative class action in the United States District Court, Central District of California, captioned *Ryan v. Wilshire Law Firm P.L.C.*, Case No. 24-cv-08816-MRA-MAR (the “California Action”), alleging that Wilshire sent prerecorded messages to prospective clients in violation of the Telephone Consumer Protection Act (“TCPA”),

47 U.S.C. § 227. Plaintiff will dismiss the California Action without prejudice within thirty (30) days of the preliminary approval of this Settlement Agreement.

A. On November 14, 2025, Plaintiff Darla Solomon along with Mr. Ryan, filed a putative class action in the Eleventh Judicial Circuit, Miami-Dade County, Florida, captioned *Solomon v. Wilshire Law Firm P.L.C.*, Case No. 2025-022621-CA-01 (the “Florida Action”), alleging, as in the California Action, that Wilshire sent prerecorded messages to prospective clients in violation of the TCPA.

B. Representative Plaintiffs believe that the claims asserted in the Action against the Defendant have merit and that they ultimately would have been successful in certifying the proposed Settlement Class and in prevailing on the merits at summary judgment or trial. Nonetheless, Representative Plaintiffs and Class Counsel recognize and acknowledge that the Defendant has raised factual and legal defenses in the Action that present a risk that Representative Plaintiffs may not prevail. Representative Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulties and delays inherent in such litigation. Therefore, Representative Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement; and

C. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened, or attempted to commit any wrongful act or violation of law or duty alleged in the Action. In addition, Defendant

maintains that it has meritorious defenses to the claims alleged in the Action and is prepared to vigorously defend all aspects of the Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that further defense of the Action would be protracted, burdensome, and expensive, and that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. Further, this Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of, or an admission or concession of, the propriety of class certification for purposes of litigation, or of any alleged fault, wrongdoing, liability, or responsibility for damages by or on the part of the Defendant, or any of the Released Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Representative Plaintiffs on behalf of themselves and the Settlement Class, and Defendant, by and through their respective undersigned counsel, that, subject to final approval of the Court after a hearing or hearings as provided for in this Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS OF THE SETTLEMENT

1. DEFINITIONS

1.1 As used herein, the following terms have the meanings set forth below.

1.1.1 “Agreement or Settlement Agreement” means this document, including all exhibits.

1.1.2 “Appeal” means a request for appellate review of any order or judgment of the Court entered in this Litigation, including but not limited to appeals as of right, discretionary appeals, interlocutory appeals, any order reinstating an appeal, and proceedings involving writs of certiorari and/or any proceedings thereon.

1.1.3 “Approved Claim” means a claim submitted by a Class Member that: (a) is received by the Settlement Administrator or postmarked on or before the Claims Deadline; (b) is fully and truthfully completed by a Class Member with all information requested in the Claim Form, and in accordance with the directions on the Claim Form; (c) is signed by the Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement Sum under the Agreement and the Final Approval Order and Judgment.

1.1.4 “Claims Deadline” means the date that is set by the Court and approximately sixty (60) days after the Notice Date.

1.1.5 “Claim Form” means the document to be submitted by Claimants (as defined below) seeking payment pursuant to this Settlement, attached as Exhibit A.

1.1.6 “Claim Settlement Payment” means the payment to be made to Class Members who submit Approved Claims.

1.1.7 “Class Counsel” means Andrew Perrong of Perrong Law, LLC, Avi R. Kaufman of Kaufman P.A and Anthony Paronich of Paronich Law, P.C.

1.1.8 “Class Member” means a person who falls within the definition of the Class and who does not opt out of the Settlement as set forth in Paragraph 9.4.

1.1.9 “Class Period” means October 10, 2020 through the date of preliminary approval.

1.1.10 “Court” means the Eleventh Judicial Circuit, Miami-Dade County, Florida.

1.1.11 “Complaint” means the operative complaint in this Litigation at the time the Court enters the Preliminary Approval Order.

1.1.12 “Defendant” means Defendant Wilshire Law Firm, P.L.C., and any and all present and former parents, subsidiaries, affiliates, employees, officers and directors of Defendant.

1.1.13 “Defense Counsel” means Chad R. Fuller and Virginia Bell Flynn of Troutman Pepper Locke LLP.

1.1.14 “Effective Date” means the date ten (10) days after which all of the events and conditions below have been met and have occurred:

(a) This Agreement has been signed by Plaintiff, the Defendant, Class Counsel, and the Defendant’s Counsel;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment substantially consistent with this Agreement; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) with the consent of the Parties, such Alternative Judgment becomes Final.

1.1.15 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses that may be awarded by the Court and that will be paid out of the Settlement Sum.

1.1.16 “Final” means one business day following the later of the following events:

(i) the expiration of the time to file a motion to alter or amend a judgment under Florida Rule of Civil Procedure 1.530(g) has passed without any such motion having been filed; (ii) the expiration of the time in which to file an Appeal of any judgment entered pursuant to this Agreement has passed without any Appeal having been taken; and (iii) the resolution of any such Appeal in a manner that does not reverse or vacate the Judgment and in a manner that permits the consummation of the Settlement substantially in accordance with the terms and conditions of this Agreement. Any proceeding or order, or any Appeal pertaining solely to any request or order regarding the Fee Award will not in any way delay or preclude the Judgment from becoming Final.

1.1.17 “Final Approval Hearing” means the final hearing, held after the Preliminary Approval Order is issued and Class Members have been given reasonable notice and an opportunity to object or to exclude themselves from the Settlement, at which the Court will determine whether to finally approve the Settlement and to enter Judgment.

1.1.18 “Final Approval Order” means an order, providing for, among other things, final approval of the Settlement.

1.1.19 “Judgment” means the judgment to be entered by the Court pursuant to this Settlement Agreement.

1.1.20 “Litigation” means the putative class action filed in the Eleventh Judicial Circuit of Florida, Circuit Court of Miami-Dade, Florida, captioned as *Solomon and Ryan v. Wilshire Law Firm, P.L.C.* The prior action of Mr. Ryan, which is, captioned *Ryan v. Wilshire Law Firm P.L.C.*, Case No. 24-cv-08816-MRA-MAR (the “California Action”).

1.1.21 “Notice” means a document substantially in the form of Exhibit B hereto, and “Summary Notice” means a document substantially in the form of Exhibit C hereto, to be

disseminated in accordance with the Preliminary Approval Order, informing Persons who fall within the Class of, among other things, the pendency of the Litigation, the material terms of the proposed Settlement, and their options with respect thereto.

1.1.22 “Notice Date” means the last date by which the Notice is first disseminated by mail pursuant to the Notice Plan.

1.1.23 “Notice Plan” shall mean the proposed plan of disseminating to Class Members notice of the proposed Settlement and of the Final Approval Hearing, as approved by the Court.

1.1.24 “Opt-Out Deadline” means the date set by the Court for Class Members to opt-out of or object to the Settlement that is approximately sixty (60) days after the Notice Date.

1.1.25 “Parties” means, collectively, Representative Plaintiffs and Defendant.

1.1.26 “Person” means an individual, and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, and assignees. The definition of “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.1.27 “Preliminary Approval Order” means an order, providing for, among other things, preliminary approval of the Settlement and dissemination of the Notice to the Class according to the Notice Plan.

1.1.28 “Released Claims” means any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent,

liquidated or unliquidated, punitive or compensatory that arise out of or are related in any way to the actual or alleged use by Defendant of an artificial or prerecorded voice and/or of any automatic telephone dialing system (to the fullest extent that those terms are used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., relevant regulatory or administrative promulgations and case law), including, but not limited to, claims under or for violations of the Telephone Consumer Protection Act or state law analogs arising from the use of automatic telephone dialing systems and/or an artificial or prerecorded voice.

1.1.29 “Released Parties” means Defendant and each and all of its present, former and future direct and indirect parent companies, affiliates, subsidiaries, agents, successors, and/or predecessors in interest and all of the aforementioned’s respective officers, directors, employees, attorneys, shareholders, insurers, reinsurers, agents, vendors and assigns.

1.1.30 “Releasing Parties” means Representative Plaintiffs and any person in the Settlement Class on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, and any customary or authorized users of their accounts or telephones, will be deemed to have fully released and forever discharged Defendant and any other representatives of any of these Persons and entities.

1.1.31 “Representative Plaintiffs” means Plaintiffs Paul Ryan and Darla Solomon.

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

1.1.33 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator administering this Settlement, including in providing Notice, processing claims, administering the Settlement, and mailing checks for Approved Claims. All Settlement Administration Expenses shall be paid exclusively from the Settlement Sum.

1.1.34 “Settlement Administrator” means Simpluris.

1.1.35 “Settlement Class” means all persons within the United States: (1) to whose cellular telephone number (2) Wilshire (or an agent acting on behalf of Wilshire) placed a call (3) from October 10, 2020 through the date of preliminary approval (4) using a pre-recorded message (5) without prior express written consent.

1.1.36 “Settlement Sum” means up to \$5,975,000.00. The Settlement Sum represents the maximum possible payment by Defendant under this Agreement from which payments for all (a) Approved Claims to Class Members, (b) Settlement Administration Expenses, (c) and any Fee Award, will be made.

1.1.37 “Settling Parties” means, collectively, Defendant, Representative Plaintiffs, and all Class Members.

1.1.38 The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

2. DENIAL OF WRONGDOING AND LIABILITY

2.1 Defendant denies the material factual allegations and legal claims asserted by Representative Plaintiffs in the Litigation, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Further, Defendant maintains that it has strong, meritorious defenses to the claims alleged in the Litigation and that it was prepared to vigorously defend all aspects of the Litigation.

2.2 This Agreement, any negotiations or proceedings related to it, the implementation of it, and any papers submitted in support of the motions for approval of it (collectively, the “Settlement Proceedings”) are not to be construed as or deemed to be evidence of any admission

or concession by any of the Parties regarding liability, damages, or the appropriateness of class treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement and the Settlement Proceedings may be presented to the Court in connection with the implementation or enforcement of this Agreement, or as may be necessary or appropriate to further the purposes sought to be achieved by this Agreement.

3. THE BENEFITS OF SETTLEMENT

3.1 Class Counsel and Representative Plaintiffs recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Litigation against Defendant through trial and appeals. Class Counsel also has taken into account the strength of Defendant's defenses, difficulties in proving vicarious liability, and the uncertain outcome and risks of litigation, especially in complex actions such as this one, and the inherent delays in such litigation. Class Counsel believes that the proposed Settlement confers substantial benefits upon the Class. Based on their evaluation of all of these factors, Representative Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of Representative Plaintiffs and the Class.

4. SETTLEMENT TERMS

4.1 Defendant will fund the used portion of Settlement Sum as set forth in this paragraph. Defendant shall pay to the Settlement Administrator all Settlement Administration Expenses as incurred and invoiced by the Settlement Administrator. The Settlement Administration Expenses will not exceed **\$60,000**. Defendant shall pay to the Settlement Administrator all amounts required to pay Approved Claims within 30 days of the Effective Date or a final determination by the Settlement Administration as to the total number of Approved Claims, whichever occurs second.

Such amount shall not include each Class Member's share of any Settlement Administration Expenses and Fee Award, which is calculated by adding the total Fee Award and Settlement Administration Expenses together and dividing their sum by the total number of Class Members. Defendant shall pay to Class Counsel by wire or ACH transfer any Fee Award within 30 days of the Effective Date. Any part of the Settlement Sum that is not used to pay for the Settlement Administration Expenses, for Approved Claims, or any approved Fee Award shall remain with the Defendant. Defendant shall have no responsibility to segregate or escrow any funds to account for the Settlement Sum and, in no event shall Defendant's total financial liability with respect to this Agreement, the Released Claims, and the Settlement exceed the Settlement Sum.

4.2 Payment to Class Members

4.2.1 Each Class Member shall be entitled to submit one claim per telephone number to which he or she subscribed.

4.2.2 Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims, including, but not limited to, verifying claimed calls with information provided by the Parties. No fraudulent claim or other claim except a claim containing all required components—including the signature of a valid Class Member and a claim ID— shall be an Approved Claim.

4.2.3 Claim Settlement Payments will be made to Class Members who timely submit a valid Claim Form by the Claims Deadline.

4.2.4 Each Class Member who makes an Approved Claim shall be entitled to a Claim Settlement Payment in an amount not to exceed One Hundred and thirteen Dollars and 40 cents (\$113.40) less each Class Member's share of any Settlement Administration Expenses and Fee Award, which is calculated by adding the total Fee Award and Settlement Administration

Expenses together and dividing their sum by the total number of Class Members. That means the recovery for each class member if all requested payments are approved will be seventy-five dollars (\$75).

4.2.5 Payments will be made directly to the Class Member by the Settlement Administrator.

4.3 Defendant agrees to pay the Representative Plaintiffs, in addition to any Settlement Payment pursuant to this Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval, \$10,000 each in the interest of compromising their individual claims not released in the Agreement against Defendant, as well as resolving all outstanding issues between the Parties through the Effective Date. Defendant shall not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the incentive award to the Class Representatives if limited to this amount. Class Counsel has, in turn, agreed to seek no more than this amount from the Court as the incentive award for the Class Representatives. Such award shall be paid from the Settlement Fund (in the form of checks to Class Representatives Ryan and Solomon that are sent care of Class Counsel), within five (5) business days after the Effective Date.

4.4 To the extent Congress, the Federal Communications Commission or any other relevant regulatory authority or court promulgates different requirements under the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., or any other law or regulatory promulgation that would govern any conduct affected by the Settlement, those laws and regulatory provisions shall control. However, the Parties agree that changes in law shall not provide any basis for any attempt to alter, modify or invalidate this Settlement.

4.5 In the event the Court approves the Settlement, but does not approve the separate payment to Representative Plaintiffs, the Settlement will nevertheless be binding on the Parties and the Class Members.

5. ATTORNEYS' FEES, EXPENSES, AND COSTS

5.1 Class Counsel shall apply to the Court for attorneys' fees of up to one third of the Settlement Sum and documented and reasonable expenses and costs not to exceed \$30,000. Class Counsel's application for fees, expenses, and costs shall be filed no later than thirty-five (35) days prior to the Opt-Out Deadline. Any Fee Award approved by the Court shall be paid solely out of the Settlement Sum and shall not increase Defendant's total financial liability with respect to this Agreement or Settlement.

5.2 In the event the Court approves the Settlement, but declines to award a Fee Award in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties and the Class Members.

5.3 Defendant shall have no liability to Class Counsel or any other Person arising from any claim regarding the division of the Fee Award between and among Class Counsel or any other counsel who may claim entitlement to any portion of the Fee Award.

5.4 The Fee Award, if approved by the Court, shall be paid by wire or ACH transfer by Defendant to Class Counsel with 30 days of the Effective Date, provided that the law firm or attorney being paid has executed and provided to Defendant payment instructions and a Form W-9.

5.5 The Court shall retain jurisdiction of any dispute regarding the Fee Award and any repayment of any amount of the Fee Award.

6. ADMINISTRATION AND NOTICE

6.1 All costs and expenses of administering the Settlement and providing reasonable Notice in accordance with the Preliminary Approval Order shall be paid out of the Settlement Sum.

6.2 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to members of the Settlement Class on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

6.2.1 Forward to the Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement Agreement, and all copies therefore, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed per the terms of the Settlement Agreement;

6.2.2 Receive requests for exclusion and other requests from Settlement Class Members and promptly provide to Class Counsel and the Defendant's Counsel a copy thereof upon

receipt. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and the Defendant's Counsel;

6.2.3 Provide weekly reports to Class Counsel and the Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received and the amount of benefits sought, the number thereof approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

6.2.4 Make available for inspection by Class Counsel or the Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

6.3 Responsibilities of Settlement Administrator

6.3.1 The Settlement Administrator will facilitate the notice process by assisting the Parties in the implementation of the Notice Plan.

6.3.2 The Settlement Administrator shall employ reasonable procedures to screen claims for abuse or fraud or any other indicia that a Person submitting a Claim Form is not eligible for relief under this Settlement Agreement, and shall reject a Claim Form, or any part of a claim for a payment reflected therein, that is not fully and truthfully completed, that is not timely submitted, or where there is evidence of abuse or fraud. The Settlement Administrator shall also reject a Claim Form that does not contain all requested information necessary to screen the claim for fraud or abuse, after giving the Person who submitted the Claim Form a reasonable opportunity (21 days) to provide any requested missing information.

6.3.3 Both the Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Class Members. The Settlement Administrator shall follow any agreed-to decisions of the Defendant's Counsel and Class Counsel. To the extent the Defendant's Counsel and Class Counsel are not able to agree on the disposition of a challenge, the Special Master shall timely decide such challenge. The Parties agree that the Settlement Administrator shall thereafter follow the decision of the Special Master resulting from any such challenge.

6.3.4 In the exercise of their duties outlined in this Agreement, both the Settlement Administrator and the Special Master shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6.4 Class Settlement Website

6.4.1 The Settlement Administrator will create and maintain the Class Settlement Website, to be activated within fourteen (14) days of Preliminary Approval. The Settlement Administrator's responsibilities will also include securing an appropriate URL to be agreed upon by the Parties. The Class Settlement Website will contain information about the Settlement and case-related documents such as the Settlement Agreement, the Long-Form Notice in the form attached hereto as Exhibit B, subject to Court modification and/or approval, the Claim Form, and the Preliminary Approval Order. Class Members shall have the option to file a claim electronically using the Class Settlement Website.

6.4.2 The Class Settlement Website will terminate (be removed from the Internet) and no longer be maintained by the Settlement Administrator thirty (30) days after either (a) the Effective Date or (b) the date on which the Settlement Agreement is terminated or otherwise not approved in full, if the Settlement is terminated or otherwise not approved in full. The Settlement

Administrator may destroy documents generated in the administration of the Settlement one year after the void date on settlement checks.

6.4.3 All costs and expenses related to the Class Settlement Website shall be paid out of the Settlement Sum.

6.5 Notice Plan

6.5.1 The Notice shall conform to all applicable requirements of the Florida Rules of Civil Procedure, the Florida Constitution, the U.S. Constitution (including the Due Process Clauses), and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

6.5.2 Within twenty-one (21) days after the execution of this Agreement, Defendant shall—based on a review of the business records and data in their possession, custody, or control—provide the Settlement Administrator with a list of names and phone numbers for any reasonably identifiable Persons who are members of the Settlement Class (the “Class List”).

6.5.3 Within twenty-one (21) days after Preliminary Approval, Notice shall be provided on a website which shall be created, administered, and maintained solely by the Settlement Administrator and shall include the ability to file Claim Forms online, provided that electronically-signed Claim Forms will be binding for purposes of applicable law and contain a statement to that effect.

6.5.4 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from and/or intervene and object to the Settlement Agreement or any of its terms. The Notice shall specify that any request to intervene and object to this Settlement Agreement, and any papers submitted in support of said objection or request, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline

approved by the Court and specified in the Notice, the Person making an objection or request to appear shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, and (b) send copies of such papers via mail, hand, or overnight delivery service to both Class Counsel and Defendant's Counsel.

6.5.5 Subject to Court approval, within thirty (30) days after the Court enters the Preliminary Approval Order, the Settlement Administrator shall send direct notice substantially in the form of the Summary Notice in Exhibit C, as modified and/or approved by the Court, via U.S. Postal Service, to Class Members for whom the Administrator can identify addresses.

6.5.6 Subject to Court approval, within thirty (30) days after the Court enters the Preliminary Approval Order, the Settlement Administrator shall send direct notice substantially in the form of the Summary Notice in Exhibit D, as modified and/or approved by the Court, to all email addresses identified on the Class List, along with an electronic link to the Claim form. In the event that the transmission of such email notice results in any "bounce-backs," the Settlement Administrator shall, if possible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

7. CLAIMS PROCESS

7.1 Submission of Claims. Class Members must timely submit, by mail or online, a valid Claim Form substantially in the form attached as Exhibit A, as modified and/or approved by the Court, by the Claims Deadline. All Claim Forms must be postmarked or submitted to the Settlement Administrator, either in hard copy form or electronically via the Settlement Website, by the Claims Deadline and contain a valid Claim ID. Regardless of the manner in which it is submitted, a valid Claim Form means a Claim Form containing all required information, including

a valid, unique claim identification number to be assigned by the Settlement Administrator, which is signed by a Class Member and is timely submitted. Any Claim Form which is not timely submitted shall be denied. In the event a Class Member submits a Claim Form by the Claims Deadline but the Claim Form is not complete, then the Settlement Administrator shall give such Class Member a reasonable opportunity to provide any requested missing information. For any Class Member who submits a Claim Form determined by the Settlement Administrator to be incomplete, the Settlement Administrator may mail a notice directly to such Class Member, notifying him or her of the missing information and providing him or her with an opportunity to cure (the “Cure Notice”). Class Members must cure incomplete claims on or before the Effective Date.

7.2 Claims Processing. The Settlement Administrator shall apply the terms of this Settlement Agreement and the requirements set forth in the Claim Form, and any Claim Form submitted that does not meet the requirements of this Agreement is not eligible to be an Approved Claim. The Settlement Administrator also shall employ reasonable procedures to screen claims for abuse, fraud, or duplication, and shall deny Claim Forms where there is evidence of abuse, fraud, or duplication. The Settlement Administrator’s decisions regarding the Claimant’s eligibility for a claims payment shall be final, assuming the Settlement Administrator applies reasonable practices to assure that no invalid, incomplete, untimely or fraudulent claims are treated as Approved Claims. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator’s conduct, omissions, or actions.

7.3 Payment of Claims. Within sixty (60) days after the later of (i) the final determination by the Administrator of the number of Approved Claims, and (ii) the Effective Date,

or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Sum all Approved Claims by check made payable to the Class Member submitting each Approved Claim, and shall mail the checks via first-class mail.

7.4 All payments to Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that any checks to Class Members expire and become null and void, the Settlement Administrator shall distribute the funds associated with those checks on a per claim basis to Class Members who submitted an Approved Claim and who cashed their Settlement Claim Payments. In the event that the Settlement Administration Expenses associated with the redistribution together with the amount to be redistributed would exceed the funds in the Settlement Sum, the amount of the redistribution will be reduced by each Class Member's share of Settlement Administration Expenses associated with the redistribution so that the Settlement Sum is exhausted but not exceeded. The Remaining Funds are the property of the Defendant. In no event will the Remaining Funds constitute abandoned or unclaimed property, and the Defendant is entitled to retain all such Remaining Funds.

7.5 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.

8. RELEASES

8.1 Upon entry of the Judgment, Representative Plaintiffs and each Class Member will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged each of the Released Parties from all Released Claims.

8.2 After entering into this Settlement Agreement, Representative Plaintiffs or Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. Representative Plaintiffs and Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or noncontingent claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts.

8.3 Upon entry of the Final Approval Order, Representative Plaintiffs, and any Class Member who does not Opt Out as set forth in Paragraph 9.4 is hereby barred against continuing or bringing any action against any of the Released Parties for any of the Released Claims, regardless of whether such action was commenced prior to the Final Approval Order. Additionally, Representative Plaintiffs and Class Members agree and covenant, and each Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

9. APPROVAL PROCESS

9.1 Court Approval

9.1.1 Class Counsel shall submit the Agreement together with its Exhibits to the Court and request that the Court grant preliminary approval of the Settlement, issue a Preliminary

Approval Order, and schedule a hearing on whether the Settlement should be granted final approval (collectively, “Motion for Preliminary Approval”).

9.1.2 Pending Court approval of the Settlement Agreement, the Representative Plaintiffs and the Defendant agree to stay the proceedings in the Action and not to initiate any other proceedings other than those incident to the Settlement itself. The Representative Plaintiffs and Defendant also agree to take all necessary action to prevent, stay, or seek dismissal of, or oppose entry of, any interim or final release in favor of any member of the Settlement Class in any other litigation against any of the Parties that challenges the Settlement.

9.1.3 If the Motion for Preliminary Approval is granted, Class Counsel shall be responsible for asking the Court to grant final approval of the Settlement and to enter a Final Approval Order and Judgment, in accordance with the date set by the Court for the Final Approval Hearing.

9.1.4 If the Court does not enter a Preliminary Approval Order or a Final Approval Order and Judgment or if the Final Approval Order is reversed or vacated, by any court, this Agreement shall terminate and be of no force or effect, except as otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. Notwithstanding any provision of this Agreement, the Parties agree that any decision by any court as to any Fee Award to Class Counsel or any separate payment to the Representative Plaintiff, described in Paragraphs 4.3 and 5.1 above, including any decision by any court to award less than the amounts sought, shall not prevent the Agreement from becoming effective, prevent Final Judgment from being entered, or provide any grounds for termination of the Agreement or the Settlement.

9.2 Procedures for Objecting to the Settlement

9.2.1 Any member of the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the cellular telephone number that received the Prerecorded Message(s); (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Florida Rules of Civil Procedure).

9.2.2 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

9.2.3 Any Class Member who fails to timely file a request to intervene with a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of paragraph 4.4 and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have

waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding. To be valid, the objection must be filed with the Court and delivered to Class Counsel and Defendant's Counsel on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

9.3 Right to Respond to Objections

9.3.1 Class Counsel and the Parties shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by hand, overnight delivery, or email to the objector (or counsel for the objector).

9.4 Opt-Outs

9.4.1 Any Class Member who does not wish to participate in this Settlement must write to the Settlement Administrator stating an intention to be "excluded" from this Settlement. This written request for exclusion must be sent via first class United States mail to the Settlement Administrator at the address set forth in the Notice and postmarked no later than the Opt-Out Deadline. A request for exclusion must be signed by the Class Member, and must include the Class Member's name, address, and the telephone number that allegedly received a call made by or on behalf of Defendant during the Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Agreement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person serving such a request shall be a member of the Class and shall be bound as a Class Member by the Court's Orders in this Litigation and by this Agreement, if approved. The request for exclusion must be personally signed by the Class Member. So-called "mass" or "class" opt-outs shall not be

allowed. Defendant shall have the option to terminate the Settlement if 65% or more Class Members “opt out” per the terms of Section 9.4 of the Settlement.

9.4.2 A Settlement Class Member may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, the cellular telephone number that allegedly received the Prerecorded Message(s), a signature, the name and number of the case, and a statement that he/she wishes to be excluded from the Settlement Class. A request to be excluded that does not include all of the foregoing information, that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified shall be invalid and the persons or entities serving such a request shall be bound as Settlement Class Members by the Agreement, if approved. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed.

9.4.3 The Settlement Administrator shall stamp the received date of each request for exclusion and send copies of each request for exclusion to Class Counsel and Defendant’s counsel no later than three (3) days after receipt. The Settlement Administrator shall retain the stamped originals of requests for exclusion and originals of all envelopes accompanying requests for exclusion in its files until such time as the Settlement Administrator is relieved of its duties under this Agreement.

9.4.4 Any Class member who does not timely submit a request for exclusion pursuant to this Agreement will be deemed to have accepted the Settlement and terms of this Agreement, will be bound by the Final Judgment and Order, and will have released any Released Claims, which will be dismissed with prejudice.

9.4.5 Any Person in the Class who submits a request for exclusion may not file an objection to the Settlement. If a Class Member submits a written request for exclusion pursuant to Paragraph 9.4 above, he or she shall be deemed to have complied with the terms of the opt-out procedure and shall not be bound by the Agreement if approved by the Court.

9.4.6 After Notice is disseminated and at least fifteen (15) days prior to the Final Approval Hearing, the Parties shall request and seek to obtain from the Court a Final Approval Order and Judgment, which will (among other things):

- (i) find that the Court has personal jurisdiction over all Class Members and that the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits hereto;
- (ii) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have preclusive effect on all pending and future lawsuits or other proceedings maintained by or on behalf of Representative Plaintiffs and the Releasing Parties;
- (iii) find that the Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the

circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Florida Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

- (iv) find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;
- (v) dismiss the Action (including all individual claims and Class Member claims asserted therein) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement; incorporate the releases set forth above in Paragraph 8, make those releases effective as of the date of the Final Approval Order and Judgment;
- (vi) authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) that (1) shall be consistent in all material respects with the Final Judgment, and (2) do not limit the rights of Settlement Class Members;

- (vii) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;
- (viii) forever discharge the Released Parties as set forth herein; permanently bar and enjoin all Class Members from filing, commencing, continuing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction related to the Released Claims; and
- (ix) incorporate any other provisions, as the Court deems necessary and just.

10. TAXES

10.1 Class Members, Representative Plaintiff, and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

10.2 Expenses Paid from Fund. Any expenses reasonably incurred by the Settlement Administrator in carrying out the duties, including fees of tax attorneys and accountants, will be paid from the Settlement Sum.

10.3 Responsibility for Taxes on Distribution. Any Person that receives a distribution from the Settlement Sum will be solely responsible for any taxes or tax-related expenses owed or incurred by reason of that distribution. Such taxes and tax-related expenses will not be paid from the Settlement Sum.

10.4 Payment Not Directed By or Incurred to Government: For purposes of assessing deductibility of any amounts to be paid by Defendant under the Settlement Agreement, it is

expressly acknowledged by the Parties that such payments are not made or incurred (whether by suit, agreement, or otherwise) to, or at the direction of, a government or governmental entity in relation to the violation of any law or the investigation or inquiry by such government or entity into the potential violation of any law, as contemplated by 26 U.S.C. § 162(f)(1).

10.5 Defendant is Not Responsible. In no event will Defendant or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Sum to Representative Plaintiff, Class Members, Class Counsel or any other person or entity. The Class Members shall indemnify and hold Defendant and other Released Parties harmless—through the Settlement Sum— for all such taxes and tax-related expenses.

11. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION

11.1 The Effective Date of this Agreement shall be the date defined in Paragraph 1.1.17.

11.2 Performance of the obligations set forth in this Agreement is subject to all of the following material conditions:

- (A) execution of this Agreement by Defendant, Representative Plaintiff, and Class Counsel.
- (B) the granting of preliminary approval by the Court.
- (C) sending of the notices described herein.
- (D) the granting of final approval by the Court.
- (E) execution and entry of Judgment by the Court.
- (F) the occurrence of all other circumstances necessary for the Effective Date to arise.

11.3 The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without

limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any order contemplated by this Agreement. Class Counsel represent and warrant that they have authority to take all such actions required of them pursuant to this Agreement, and that by doing so they are not in breach or violation of any agreement with Representative Plaintiffs or any third party.

11.4 If this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, the Settling Parties will be restored to their respective positions in the Litigation as of the filing of this motion. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated.

11.5 The Parties agree to request a stay of the Litigation pending approval of the Settlement.

12. MISCELLANEOUS PROVISIONS

12.1 Cooperation of the Parties: The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by putative or actual Class Members. Class Counsel recognize that they have an obligation to support the

Settlement and to seek the Court's approval of its terms. Class Counsel will abide by all applicable and governing ethical rules, opinions, and obligations precluding their representation of opt-outs.

12.2 Resolution of Dispute without Admission: The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement covers claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense.

12.3 Use In Subsequent Proceedings: Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of Defendant; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. Any party to this Litigation may file this Agreement and/or the Judgment in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those 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.

12.4 Confidential Information: All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement. All class member identification information supplied to, or generated by, the Administrator in furtherance of this Agreement will be treated as confidential.

12.5 Incorporation of Exhibits: Any and all Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

12.6 Modification: This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

12.7 Integration: This Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized in such documents. Except as otherwise provided herein, the Parties will bear their own respective costs.

12.8 Class Counsel's Authority: Class Counsel, on behalf of the Class, are expressly authorized by Representative Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Class.

12.9 Parties' Authority: Each counsel or other Person executing this Agreement or any of its Exhibits on behalf of any Party hereby warrants that such Person has the full authority to do so.

12.10 Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

12.11 No Prior Assignments: Representative Plaintiffs and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

12.12 Binding on Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Class Members.

12.13 Interpretation: None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter thereof.

12.14 Governing Law: This Agreement and any Exhibits hereto will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Florida without giving effect to that state's choice-of-law principles.

12.15 Headings: The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

12.16 No Waiver: The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

12.17 Publicity and Confidentiality. Neither the Parties nor their counsel will initiate any public statement intended to be disseminated through the press, Internet, television, radio, or other media that includes an opinion or editorial comment about the effect of the Settlement or the merits of any Parties' positions in the Litigation. This provision does not apply to any communications between any Class Member and Class Counsel or any communications with the Court. Defendant shall be permitted to respond to requests for comment—in its sole discretion—if any such requests are initiated.

IN WITNESS WHEREOF, the Parties have executed this Agreement dated as of January
_____, 2026

Dated: February 2, 2026	 _____ on Behalf of Defendant Wilshire Law Firm, P.L.C.
Dated:	_____ Darla Solomon as Representative Plaintiff
Dated: Jan 22, 2026	<i>Paul Ryan</i> _____ Paul Ryan as Representative Plaintiff

_____, 2026

Dated:	
	on Behalf of Defendant Wilshire Law Firm, P.L.C.
Dated: 01 / 23 / 2026	 Darla Solomon as Representative Plaintiff
Dated:	
	Paul Ryan as Representative Plaintiff

EXHIBIT A

CLAIM FORM

Section I - Instructions

This Form must be received by the Settlement Administrator no later than [Month] [Day], [Year].

This Claim Form may be submitted electronically through [www.\[xxx\].com](http://www.[xxx].com).

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, **no later than [Month] [Day], [Year]**. If this Form is not postmarked or submitted by this date, you will remain a member of the Class but will not receive any payment from the Settlement.

Section II - Class Member Information

Claimant Name (Required):

[illegible]**Claimant Identification Number (Required):**[illegible]

Current Contact Information

Street Address (Required):[illegible]

City (Required):

State (Required):

Zip Code (Required)

[illegible]

Email (Optional):

[illegible]

Preferred Phone Number (Required):

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Your contact information will be used by the Settlement Administrator to contact you, if necessary, about your Claim. Provision of your email address is optional. By providing contact information, you agree that the Settlement Administrator may contact you about your Claim and that you received at least two text messages while on the National Do Not Call Registry from Wilshire and you did not provide your telephone number to Wilshire.

Section III – Confirmation of Class Membership

Telephone Number(s) for which you were the regular user or subscriber from October 10, 2020 through the present where you received a pre-recorded call from Wilshire but did not give them consent to do so.

Section IV – Required Affirmations

☐ I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full notice and Settlement Agreement at [www.\[xxxx\].com](http://www.[xxxx].com) or by writing the Settlement Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the postal address [Address], [City], [State] [Zip Code]. Checking this box constitutes my electronic signature on the date of its submission.

Dated: _____

Signature: _____

SETTLEMENT ADMINISTRATOR ADDRESS (where to send the completed form if submitting by mail):

Wilshire TCPA Settlement, c/o _____, [Address], [City], [State] [Zip Code].

EXHIBIT B

CIRCUIT COURT FOR ELEVENTH JUDICIAL CIRCUIT, MIAMI-DATE COUNTY, FL
Paul Ryan, et. al. v. Wilshire Law Firm, P.L.C. No. 2025-022621-CA-01

If you received a pre-recorded message from Wilshire Law Firm, 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.*

- Call records indicate that you may be affected by a Settlement¹ of a class action lawsuit claiming that Defendant Wilshire Law Firm, P.L.C. (“Wilshire”) violated a federal law called the Telephone Consumer Protection Act (“TCPA”) by sending pre-recorded messages to cellular telephone numbers. Wilshire denies that it violated the law.

The lawsuit is called *Paul Ryan, et. al. v. Wilshire Law Firm, P.L.C.* No. 2025-022621-CA-01. Judge _____ decided that this settlement should be a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.

- The Settlement offers payments to 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 Class, you must submit a completed Claim Form to receive payment of \$75. If the Court approves the Settlement and it becomes final and effective, and you remain in the 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 and appear at a hearing if you do not like 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 Wilshire about the claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

- 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.

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4. Why is this a class action?
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- 24. How do I get more information?

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit. You have legal rights and options that you may exercise before the Court decides whether to give final approval to the Settlement, as described below. Judge [REDACTED] of the Eleventh Judicial Circuit, Miami-Dade County, Florida is overseeing this class action. The lawsuit is called *Paul Ryan, et. al. v. Wilshire Law Firm, P.L.C.* Case. No 2025-022621-CA-01

2. What is this lawsuit about?

Plaintiffs claim that Wilshire violated the Federal Telephone Consumer Protection Act (TCPA) when they sent pre-recorded messages to cellular telephone numbers without consent. Wilshire denies these allegations.

3. What is a class action and who is involved?

In a class action, one or more people called “class representatives” (in this case, Paul Ryan and Darla Solomon) sue on behalf of a group of people who may have similar claims. The people together are a “class” or “class members.” The individual who sues—and all the class members like them—is called the plaintiff. The company that they sue (in this case, Wilshire) is called the Defendant. In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action because it meets the requirements of Florida Rule of Civil Procedure 1.220, which governs class actions in federal courts.

5. Why is there a settlement?

The Court has not found in favor of Plaintiff or Wilshire. Instead, the parties 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, Class Members will receive the benefits described in this notice. Wilshire denies all legal claims in this case, but is settling to avoid the uncertainties and costs attendant with litigation. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE CLASS AND SETTLEMENT

You need to determine whether you are affected by this lawsuit.

6. Am I part of the class and included in the settlement?

The Settlement includes the following class that the Court certified the following class from October 15, 2020 through date of preliminary approval: all persons within the United States: (1) to whose cellular telephone number (2) Wilshire (or an agent acting on behalf of Wilshire) placed a call (3) from October 10, 2020 through the date of preliminary approval (4) using a pre-recorded message. For purposes of settlement the parties estimate the class consists of approximately 51,691 telephone numbers.

You may be part of the class if you received a pre-recorded call from Wilshire and:

- Your phone number appears in calling records obtained for this case, in which case you may have received a postcard from the settlement administrator.
- Even if you did not get a postcard, you may still be part of the class if your cell phone number appears in the calling records obtained for this case. If you would like to check your cell phone number against the calling records, please call the Settlement Administrator at [###-#####] and provide your name and cell phone number.

7. What if I'm still not sure if I am included?

If you are still not sure whether you are included, you can call the *Paul Ryan, et. al. v. Wilshire Law Firm, P.L.C.* Settlement Administrator at [###-#####]. Or you can get free help by calling the lawyers in this case at the phone numbers listed in question 24.

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

Wilshire has agreed to a Settlement Sum of up to \$5,975,000.00. The Settlement Sum will be used to pay all settlement costs, including settlement administration costs, any attorneys' fees, costs, and expenses awarded to Class Counsel by the Court, and all Approved Claims. Members of the Class who submit Approved Claims are valued at One Hundred and thirteen Dollars and 40 cents (\$113.40) less each Class Member's share of any Settlement Administration Expenses and Fee Award, which is calculated by adding the total Fee Award and Settlement Administration Expenses together and dividing their sum by the total number of Class Members. That means the recovery for each class member if all requested payments are approved will be seventy-five dollars (\$75). Only one claim per Class Member per telephone number will be validated and deemed an Approved Claim. There may be tax consequences to the Class Member associated with this recovery.

9. How do I file a claim?

If you qualify for a cash payment you must complete and submit a valid Claim Form. You can file your Claim Form online at www.xxxxx.com or send it by U.S. Mail to the address below. The deadline to file a Claim online or by email is **11:59 p.m. PST on DATE**.

Claim Forms submitted by mail must be postmarked on or before **DATE** to:

Wilshire Settlement Administrator
PO Box XXX, City, State XXXXX-XXXX

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

10. When will I receive my payment?

Payments to 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 SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Wilshire 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 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:

Wilshire Settlement Administrator
PO Box XXX
City, State XXXXX-XXXX

Your request to be excluded from the Settlement must be personally signed by you, be dated, include your full name, address, and the telephone number that allegedly received calls from Wilshire during the Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Agreement. Absent excluding yourself or “opting-out” you are otherwise a member of the Class.

Your exclusion request must be postmarked no later than **DATE**. You cannot ask to be excluded on the phone, by email, or at the website. Opt outs must be made individually and cannot be made on behalf of other members of the Class.

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

No. Unless you exclude yourself, you give up the right to sue Wilshire or any of the Released Parties for the claims that the Settlement resolves. You must exclude yourself from this Settlement to pursue your own lawsuit.

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

Unless you opt-out of the Settlement, you cannot sue or be part of any other lawsuit against Wilshire or any of 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.xxxxx.com. The Settlement Agreement provides more detail regarding the Release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.

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

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

THE LAWYERS AND THE PLAINTIFF REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Avi Kaufman, Andrew Perrong and Anthony Paronich to represent the Class. They are called “class counsel.” They are experienced in handling similar class action

cases. More information about these lawyers, their law firms, and their experience is available at <https://kaufmanpa.com/>, <https://www.perronglaw.com/> and <https://paronichlaw.com>.

16. Should I get my own lawyer?

You are not required to hire your own lawyer because class counsel is working on your behalf. If you want to hire your own lawyer, you certainly can, but you will have to pay that lawyer yourself. If you do hire your own lawyer, they may enter an appearance for you and represent you individually in this case.

17. How will the lawyers be paid?

You do not have to pay class counsel, or anyone else, to participate. Instead, Class Counsel intend to request attorneys' fees in an amount not to exceed one-third of the Settlement Sum, plus reimbursement of out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Sum. The Court will decide the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

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

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

- 1) A caption or title that identifies it as "Objection to Class Settlement in *Paul Ryan, et. al. v. Wilshire Law Firm, P.L.C.* Case. No 2025-022621-CA-01;
- 2) Your name, address, email address, and telephone number;
- 3) The name, address, email address, and telephone number of any attorney for you with respect to the objection;
- 4) The factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Class Member, including the phone number(s) at which you received call(s) covered by this Settlement;
- 5) Identification of the case name, case number, and court for any prior class action lawsuit in which you and/or your attorney (if applicable) has objected to a proposed class action settlement; and
- 6) Submit yourself immediately to discovery and/or deposition by the parties.

If you wish to object, you must file your objection with the Court by (a) using the Court's electronic filing system, (b) mailing it to the Clerk's Office [REDACTED] for Eleventh Judicial Circuit, Miami-Dade County, Florida, or (c) filing it in person at that location. Your objection must be filed and/or postmarked by **DATE**.

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

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

THE FINAL APPROVAL HEARING

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

20. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Final Approval Hearing on **DATE** at **TIME**, in **ADDRESS**. The hearing may be moved to a different date or time, or may be set for remote appearances, without additional mailed notice, so it is a good idea to check www.xxxxx.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. 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.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend the hearing at your own expense.

22. May I speak at the hearing?

If you attend the Final Approval Hearing, you may ask the Court for permission to speak if you have timely objected and you so choose. However, you cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a member of the Class 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

24. Where do I get more information?

For more information, call the Settlement Administrator at 1-____-____-____, write to the Settlement Administrator, [address], or call Class Counsel at 1-____-____-____. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.xxxxxt.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C