

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY FLORIDA

ANNETTE SOPHIN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WISP, INC.,

Defendant.

CASE NO. CACE26001543

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into by and among Plaintiff, on behalf of herself and the Settlement Class, and the Defendant, as of the date last signed below. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions of this Agreement, and subject to Final Approval of the Court.

RECITALS

A. Well before filing the Complaint in this Action, the Parties began discussing early resolution of their dispute.

B. These discussions led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before Bruce A. Friedman, Esq. of JAMS, an experienced neutral with decades of experience in class action litigation.

C. In advance of the mediation, the Parties exchanged informal discovery and information necessary to evaluate liability and damages. Given that the information exchanged

¹ All capitalized terms herein shall have the same meanings as those defined in Section 1. below.

was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

D. The Parties engaged in a full-day mediation session. The Parties' negotiations were arms-length and hard fought. At the end of the day, the Parties agreed on the material terms of this classwide Settlement.

E. Plaintiff filed the instant action in this Court, alleging violations of the Florida Security of Communications Act ("FSCA"), Fla. Stat. § 934.03, *et seq.*; the California Invasion of Privacy Act ("CIPA"), Cal. Penal Code § 631(a); negligence; and violation of the Electronic Communications Privacy Act, 18 U.S.C. § 2511(1).

F. 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. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded 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. 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 liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

G. Plaintiff believes the claims asserted in the Action against Defendant have merit and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay

associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation, as well as Defendant's averments regarding the company's financial difficulties and unclear, at best, prospects. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on his evaluation, Class Counsel has 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.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff the Settlement Class, and each of them, and Defendant, subject to Final Approval, 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.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" means *Sophin v. WISP, Inc.*, Case No. CACE26001543, pending in the Seventeenth Judicial Circuit in and for Broward County.

1.2 "Agreement" or "Settlement" or "Settlement Agreement" means this settlement agreement between Plaintiff and Defendant, along with all exhibits hereto.

1.3 “Cash Payment” means the \$18.00 in cash that Settlement Class Members who submit Valid Claims will receive as a Settlement Class Member benefit.

1.4 “Claim Form” means the document substantially in the form attached hereto as *Exhibit 3*, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.5 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date 60 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6 “Claims Process” means the process by which Settlement Class Members submit Claim Forms to the Settlement Administrator for the election of the benefits available under the Settlement.

1.7 “Class Counsel” means Jeff Ostrow of Kopelowitz Ostrow P.A.

1.8 “Class List” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator for purposes of sending Notice. The Class List shall contain the Settlement Class Members’ names and email addresses.

1.9 “Class Representative” means the named Plaintiff in this Action, Annette Sophin.

1.10 “Court” means the Seventeenth Judicial Circuit in and for Broward County and the Judge presiding over the Action.

1.11 “Defendant” means WISP, Inc., the defendant in the Action.

1.12 “Defendant’s Counsel” means Jay L. Pomerantz and Tyler Newby of Fenwick & West LLP.

1.13 “Effective Date” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

1.14 “Email Notice” means the email form of Notice, substantially in the form attached as *Exhibit 1*, that shall be sent to all Settlement Class Members notifying them of the Settlement.

1.15 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendant.

1.16 “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Award to the Class Representative.

1.18 “Final Approval Order” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be substantially in the form attached hereto as *Exhibit 5*.

1.19 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.20 “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall

be available to Settlement Class members by mail on request made to the Settlement Administrator.

1.21 “Motion for Final Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

1.22 “Motion for Preliminary Approval” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

1.23 “Notice” means the Email Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval, as well as the Settlement Website and the Settlement Class member toll-free telephone line.

1.24 “Notice Commencement Date” or “Notice Date” means 30 days after Preliminary Approval and the is the date by which Notice must commence.

1.25 “Notice Completion Date” means the date by which the Notice is complete, which shall be no later than 45 days after Preliminary Approval.

1.26 “Notice Program” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, and Claim Form, along with the Settlement Website, and the Settlement Class member toll-free telephone line.

1.27 “Objection Deadline” means the date that is 30 days before the initial scheduled Final Approval Hearing.

1.28 “Opt-Out Deadline” means the date that is 30 days before the initial scheduled Final Approval Hearing.

1.29 “Party” means Plaintiff or Defendant and “Parties” means Plaintiff and Defendant collectively.

1.30 “Plaintiff” means Annette Sophin, the Plaintiff in the Action.

1.31 “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

1.32 “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

1.33 “Releases” means the releases and waiver set forth in Section 3 of this Agreement.

1.34 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel or other internet tracking, analytics and/or advertising technologies, including all claims that were brought or could have been brought in the Action relating to such information belonging to any and all Releasing Parties.

1.35 “Released Parties” means WISP, Inc., as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates (including CRH Medical Corporation d/b/a/ WELL Health USA), employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals,

members, attorneys, accountants, financial and other advisors, underwriters, shareholders (including Well Health Technologies Corp.), lenders, auditors, investment advisors, legal representatives, and successors in interest. However, it is understood that Meta Platforms, Inc. is specifically excluded from this definition, and Plaintiff has not released any claims arising from the Action against Meta Platforms, Inc.

1.36 “Releasing Parties” means Plaintiff, Settlement Class Members who have not opted-out of the Settlement, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.37 “Service Awards” means the payment the Court may award the Plaintiff for serving as the representative of the Settlement Class.

1.38 “Settlement Administrator” means Kroll Settlement Administration Services LLC or “Kroll”.

1.39 “Settlement Administration Costs” means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendant.

1.40 “Settlement Class” means all living United States citizens who purchased a product on hellowisp.com from February 1, 2018, to and through September 9, 2025. Excluded from the Settlement Class are (1) any Judge presiding over this Action and members of their families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any

entity in which the Defendant or their parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

1.41 “Settlement Class Member” means any member of the Settlement Class.

1.42 “Settlement Website” means a website, referenced in Section 4.1(d) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in.

1.43 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those

that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

1.44 “Valid Claims” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally; (d) returned via mail and postmarked by the Claims Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members. Defendant will pay or cause to be paid the following: (i) Cash Payments to Settlement Class Members who submit Valid Claims (ii) the Settlement Administration Costs actually incurred by the Settlement Administrator as described in Section 4 below; (iii) Class Counsel’s Fee Award; and (iv) Class Representative’s Service Award.

2.2 Schedule of Payments. Defendant will make payments in accordance with the following:

(a) *Settlement Administration Costs.* Amounts for notice and Settlement administration, to be paid within 30 days of when such amounts are invoiced to Defendant and become due and owing.

(b) *Fee Award.* An amount equal to the Court-approved Fee Award, payable within 10 days of the Effective Date.

(c) *Service Award.* An amount equal to Plaintiff’s Court-approved Service Award, payable within 10 days of the Effective Date.

(d) *Cash Payment.* An amount equal to \$18.00 multiplied by the number of Valid Claims, which amount is to be paid 30 days after the Final Judgment.

2.3 Claims Process. Each Settlement Class Member will be entitled to submit a Claim Form for a Cash Payment, consistent with this Section and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class member may file a Claim Form that will, if determined to be a Valid Claim, entitle him or her to a cash payment of \$18.00.

(b) *Method of Payment.* Each Settlement Class Member may choose to receive his or her Cash Payment via Venmo, PayPal, or Zelle. If a Settlement Class Member cannot receive payment via Venmo, PayPal, or Zelle, they may request a check instead.

(c) *Cash Payment.* Cash payments for Valid Claims will be made 30 days after the Final Judgment.

2.4 Proof of Claim. A maximum of one Claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

2.5 Review of Claims. The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline.

2.6 Uncleared Checks or Failed Electronic Payments. Those Settlement Class Members whose Cash Payment checks are not cleared within 180 days after issuance will forfeit their Cash Payment and Defendant will have no further obligation to make any further payment pursuant to this Settlement or otherwise to such Settlement Class Members. With respect to those Settlement Class Members whose electronic payment (Venmo, PayPal, or Zelle) fails to process or is not claimed within 30 days of issuance, the Settlement Administrator shall make reasonable efforts to contact the Settlement Class Member and allow him or her to provide alternative payment

details. The Class Member must submit alternative payment details no later than 30 days of being contacted by the Settlement Administrator for this purpose or by the Claims Deadline, whichever is earlier. Unpaid funds from uncleared checks, unclaimed electronic payments, or electronic payments which fail to process will in no event revert back to Defendant. Any unpaid funds remaining after administration of the Settlement Agreement will be donated as *cy pres* to Broward Legal Aid; a non-sectarian, not-for-profit *pro bono* legal organization; or another non-sectarian, not-for-profit organization(s) recommended by the Parties and approved by the Court.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice Program shall consist of the following:

(a) *Settlement Class List.* No later than 10 days after Preliminary Approval, Defendant shall produce the Class List in electronic form from its records that includes the names and email addresses, to the extent available, belonging to Settlement Class Members. Class Counsel's

assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. A copy of the Class List shall be provided to Class Counsel. Class Counsel shall not use the Settlement Class List, or any information contained within it, for any other purposes other than administering the Settlement, and shall take reasonable measures to protect the information from any third-party disclosure. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Settlement Class Members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Commencement Date, the Settlement Administrator shall send Email Notice, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, to the extent reasonable and practicable, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

(c) *Reminder Notice.* Ten days prior to the Claims Deadline, the Settlement Administrator shall again send Email Notice (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(d) *Settlement Website.* Within 10 days from entry of the Preliminary Approval Order, Notice shall be provided on a website at www.wispclasssettlement.com which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit 2 hereto.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Settlement Class member making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court and copies to Class Counsel and Defendant's Counsel, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this 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; (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; 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 Local Rules).

4.4 If a Settlement Class Member or any objector's counsel has objected to any class action settlement where the objector or their counsel 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 and amount of payment received. Any challenge to the Settlement, the Final Approval Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

4.5 Class Counsel and Defendant's Counsel may take discovery on any objector or their counsel, including taking depositions and propounding document requests.

4.6 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Opt-Out Deadline approved by the Court and specified in the Notice. 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 as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded 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 Settlement Class Member serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement 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 Agreement; or (iv) be entitled to object to any aspect of this 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. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. Any Settlement Class Member who filed an objection and an opt-out request will be deemed to have opted-out regardless of which was filed first.

4.7 The Final Approval Hearing shall be no earlier than 75 days after the Notice Commencement Date.

4.8 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a Valid Claim shall not be entitled to receive a Cash payment, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.9 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Commencement Date	30 Days After Preliminary Approval Order
Motion for Final Approval, inclusive of Application for Attorneys' Fees, Costs, and Service Awards	60 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Opt-Out Deadline / Objection Deadline	60 Days After Notice Date
Final Approval Hearing	At least 75 days after the Notice Date (Plaintiff shall file a separate notice of hearing with the hearing date and time)
Payment of Fee Award	Within 10 Days After Final Judgment
Payment of Service Award	Within 10 Days of the Effective Date
Cash Payment Funds Wired to Settlement Administrator	14 Days After Effective Date
Cash Payments for Valid Claims Sent to Settlement Class Members	30 Days After Effective Date

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement 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 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. Without limiting the foregoing, the Settlement Administrator shall:

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

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number

approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and/or 2.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within 15 days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6. TERMINATION OF SETTLEMENT.

6.1 Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within 21 days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; or (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

6.2 Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within seven days if more than 5% of the total Settlement Class exercises their right to opt out of the Settlement. If Defendant seeks to terminate the Agreement this basis, the Parties agree that any dispute as to whether Defendant may invoke Paragraph 6.2 to terminate the Agreement that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to Bruce A. Friedman, Esq. of JAMS for binding determination.

6.4 The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to Class Counsel and/or the Service Award set forth shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary

Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of *Exhibits 1-3*, hereto. The Preliminary Approval Order shall also 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) so long as they are consistent in all material respects with the terms of the Settlement and do not limit or impair the rights of the Settlement Class.

7.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and *void ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

7.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement 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 *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties asserting Released Claims;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Florida Rules of Civil Procedure, the Due Process Clause of the Florida Constitution, and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) 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 and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES AND SERVICE AWARD.

8.1 Class Counsel may receive, subject to Court approval, attorneys’ fees, costs, and expenses not to exceed \$1,500,000. Class Counsel will petition the Court for an award of such attorneys’ fees and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel’s petition for reasonable attorneys’ fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Paragraph from the Court in attorneys’ fees and for reimbursement of costs and expenses.

8.2 The Fee Award shall be payable within 10 days after the Court’s Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys’ Fees and Costs (the “Undertaking”) attached hereto as Exhibit 6, and providing all payment routing information and

tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return such funds to the Defendant. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence.

8.3 Subject to Court approval, Plaintiff will seek a Service Award in the amount of \$5,000 for the Class Representative payable by the Defendant. This Service Awards is in addition to any Cash Payment the Plaintiff may Claim under the Settlement. Such award will be paid in the form of a check to the Class Representative that is sent in care of Class Counsel within 10 days of the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered the Final Approval Order approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; 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”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in the previous paragraph are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within 30 days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure Final Approval, and to defend the Final Judgment through any and all

appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties 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;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims

are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

10.6 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.

10.7 All of the exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. 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.

10.9 Except as otherwise provided herein, each Party shall bear its own costs.

10.10 Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that she is fully entitled to release the same.

10.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class

Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to Final Approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.13 This Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.16 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.17 Where this Agreement requires notice to the Parties, such notice shall be sent to counsel for the Plaintiff and the Settlement Class: Jeff Ostrow, Kopelowitz Ostrow P.A., 1 West Las Olas Blvd., 5th Floor, Ft. Lauderdale, FL 33301; and counsel for the Defendant: Jay L. Pomerantz, Fenwick & West LLP, 801 California St., Mountain View, CA 94041.

IT IS SO AGREED TO BY THE PARTIES:

Dated: Mar 16, 2026

PLAINTIFF ANNETTE SOPHIN

By:  Annette Sophin (Mar 16, 2026 18:55:01 EDT)

Annette Sophin, individually and as representative of the Class

Dated: 3/24/2026

WISP, INC.

By: Monica Cepak

Name: Monica Cepak

Title: Chief Executive Officer

Dated: Mar 16, 2026

KOPELOWITZ OSTROW P.A.

By:  Jeff Ostrow (Mar 16, 2026 19:22:10 EDT)

Jeff Ostrow

Class Counsel

Dated: 3/24/2026

FENWICK & WEST LLP

By: Jay Pomerantz

Jay L. Pomerantz

Attorneys for Defendant

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [WISP Settlement Resolves Class Action Lawsuit Over Alleged Data Disclosure to Meta, Other Third Parties](#)
