

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

BROWARD PSYCHOLOGY, P.A.,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

SINGLECARE SERVICES, LLC,
a Delaware limited liability company,

Defendant.

Case No. CACE-18-022689

FINAL APPROVAL ORDER

The matter coming before the Court on the parties' request for final approval of the class action settlement, including approval of fees and expenses, due notice given, the parties appearing through counsel, and the Court fully advised in the premises, IT IS HEREBY ORDERED:

1. This Court has jurisdiction over the parties, the members of the Settlement Class, and the claims asserted in this lawsuit.

2. Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, the settlement of this action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement of this case in the best interests of the Settlement Class in light of the factual, legal, practical, and procedural considerations raised by this case.

3. The Settlement Class is defined as follows:

All persons who (i) on or after four years prior to the day the complaint is filed through the date of preliminary approval (ii) received a telephone facsimile message of material advertising the commercial availability or quality of any property, goods or services by or on behalf of SingleCare.

Excluded from the Settlement Class are SingleCare Services, LLC ("SingleCare"), any

parent, subsidiary, affiliate or controlled person of Aqualogic, the officers, directors, agents, servants or employees of SingleCare, and the judges and staff of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly agreed to this Settlement Class definition for settlement purposes.

4. The Court finds that the Settlement Agreement has been entered into in good faith following arm's-length negotiations.

5. Upon the Declaration of Avi R. Kaufman, the Court finds that notice was given to the Class Members, that it was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Rule 1.220.

6. No objection was received and no party appeared at the fairness hearing to object to the settlement.

7. After due consideration of the uncertainty about the likelihood of the Class's ultimate success on the merits; the range of the Class's possible recovery; the complexity, expense and duration of the litigation; the substance and amount of opposition to the settlement; and the state of proceedings at which the settlement was achieved; all written submissions, declarations, and arguments of counsel; and after notice and hearing, this Court finds that the settlement is fair, adequate and reasonable. This Court also finds that the financial settlement terms fall within the range of settlement terms that would be considered fair, adequate and reasonable. Accordingly, this Settlement Agreement should be and is approved and shall govern all issues regarding the settlement and all rights of the Parties, including the Class Members. Each Class Member shall be bound by the Settlement Agreement, including being subject to the release set forth in the Settlement Agreement.

8. SingleCare, has created a settlement fund (the "Settlement Fund") to pay settlement administration costs, all claims by Settlement Class members, Class Counsel's fees and

out-of-pocket expenses, and the Class Representative's incentive award. Unclaimed monies in the Settlement Fund shall revert to SingleCare.

9. As agreed in the Settlement Agreement, each member of the Settlement Class who submits a timely and valid Claim Form will be paid up to \$95.00 each as expressly provided in the Settlement Agreement.

10. Pursuant to the parties' agreement, the Court approves Class Counsel's attorney's fees in the total amount of \$308,369.00 and out-of-pocket expenses in the amount of \$2,835.04. In accordance with the Settlement Agreement, these amounts shall be paid from the Settlement Fund as expressly provided in the Settlement Agreement.

11. Pursuant to the parties' agreement, the Court approves a \$5,000.00 incentive award to Broward Psychology, P.A. for serving as the Class Representative. In accordance with the Settlement Agreement, this amount shall be paid from the Settlement Fund as expressly provided in the Settlement Agreement.

12. The Court adopts and incorporates all of the terms of the Settlement Agreement by reference here. The Parties to the Settlement Agreement shall carry out their respective obligations under that Agreement.

13. This action, including all claims against Defendant asserted in this lawsuit, or which could have been asserted in this lawsuit, by or on behalf of Plaintiff and all Settlement Class members against Defendant, is hereby dismissed with prejudice and without taxable costs to any Party.

14. All claims or causes of action of any kind by any Settlement Class member brought in this Court or any other forum (other than those by persons who have opted out of this action) are barred pursuant to the releases set forth in the Settlement Agreement.

15. If (a) the Settlement Agreement is terminated pursuant to its terms, or (b) the Settlement Agreement or Final Approval Order do not for any reason become effective, or (c) the

Settlement Agreement or Final Approval Order are reversed, vacated, or modified in any material or substantive respect, then any and all orders entered pursuant to the Settlement Agreement shall be deemed vacated. If the settlement does not become final in accordance with the terms of the Settlement Agreement, this Final Approval Order shall be void and shall be deemed vacated.

16. The Court finds that there is no just reason to delay the enforcement of this Final Approval Order.

DONE AND ORDERED in Broward County, Florida, on June 4,
2019.

JOHN B. BOWMAN

JUN 04 2019

JOHN B. BOWMAN A TRUE COPY
CIRCUIT COURT JUDGE

cc: all counsel of record