

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

**If You Were Sent a Fax from SingleCare Services, LLC,
You May Be Entitled to a Payment from a Class Action Settlement.**

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

-) A Settlement¹ has been reached in a class action lawsuit about whether SingleCare Services, LLC (“SingleCare”) faxed advertisements without the recipients’ prior express invitation or permission and/or with insufficient opt out language in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”). SingleCare denies the allegations in the lawsuit and the Court has not decided who is right.
-) The Settlement offers payments to members of the Settlement Class who file valid Claims.
-) Your legal rights are affected whether you act or do not act. Read this notice carefully.

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

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

Forms. Please be patient. If you have questions, please contact Class Counsel. Please do not contact the Court or defense counsel with any questions.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the website below.

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QUESTIONS? VISIT www.SCSTCPASettlement.com OR EMAIL Info@SCSTCPASettlement.com

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Broward Psychology, P.A., on behalf of itself and all others similarly situated, v. SingleCare Services, LLC*, Case no. CACE-18-022689, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge John B. Bowman of the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida is overseeing this case. The party who sued, Broward Psychology, P.A., is called the “Plaintiff.” SingleCare Services, LLC or SingleCare is called the “Defendant.”

2. What is this litigation about?

The lawsuit alleges that SingleCare faxed advertisements to Plaintiff’s fax machine without Plaintiff’s prior express invitation or permission in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”); and seeks actual and statutory damages under the TCPA on behalf of itself and a class of all entities and people in Florida who also received unsolicited fax advertisements from SingleCare.

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

The Plaintiff’s Complaint, Settlement Agreement and other case-related documents are posted on the website, www.SCStcpasettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the Telephone Consumer Protection Act?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that restricts unsolicited fax advertisement. The Plaintiff here alleged that SingleCare faxed advertisements to entities and individuals without the requisite prior express permission or invitation and/or requisite opt out information in violation of the TCPA.

4. Why is this a class action?

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

All the entities and people who have claims similar to the Plaintiff’s claims are members of the Settlement Class, except for those who—pursuant to the requirements set out below—exclude themselves from the Settlement Class.

5. Why is there a settlement?

The Court has not found in favor of either party. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this notice. SingleCare denies all legal claims in this case, but is settling to avoid the uncertainties and costs attendant with litigation. Plaintiff and its lawyers think the proposed Settlement is best for everyone who is affected.

QUESTIONS? VISIT www.SCSTCPASettlement.com OR EMAIL Info@SCSTCPASettlement.com

WHO IS PART OF THE SETTLEMENT

6. Who is included in the Settlement?

The Settlement includes: 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. These entities and people are called the “Settlement Class.”

Excluded from the Settlement Class are (A) Defendant, Defendant’s officers, Defendant’s directors, and their immediate family members; (B) Class Counsel; and (C) the Judges who have presided over the Litigation and their immediate family members.

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

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the settlement website at www.SCSTCPAsettlement.com. You also may send questions to the Settlement Administrator at SingleCare Services TCPA Settlement, c/o Settlement Administrator 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by phone at 1-877-455-1175, or by email at info@SCSTCPASettlement.com.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

SingleCare has agreed to create a Settlement Fund of \$925,110.00. The Settlement Fund will be used to pay all Settlement Costs, including Settlement Administration costs, any attorneys’ fees and costs awarded to Class Counsel by the Court, any Service Award awarded to the Class Representative by the Court, and all valid Claims. Members of the Settlement Class who submit valid claims shall receive a maximum of \$95.00 per Settlement Class Member net of their pro rata share of Settlement Costs. Each Settlement Class Member may file one claim and receive one cash payment.

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.SCSTCPAsettlement.com, email it to info@SCSTCPASettlement.com, fax it to 1-814-791-5292, or send it by U.S. Mail to the address below. The deadline to file a Claim online, by email, or by fax is **11:59 p.m. EDT on June 18, 2019**.

Claim Forms submitted by mail must be postmarked on or before **June 18, 2019** to:

SingleCare Services TCPA Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

10. When will I receive my payment?

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

QUESTIONS? VISIT www.SCSTCPASettlement.com OR EMAIL Info@SCSTCPASettlement.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I get out of the Settlement?

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

CLASS ACTION OPT OUT
ATTN: SingleCare Services TCPA Settlement
PO Box 58220
1500 John F Kennedy Blvd, Suite C31
Philadelphia, PA 19102

Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury, be dated, include your full name (or, if a business, business name), email address, telephone number, and fax number at which the SingleCare Fax(es) was (were) received, and contain a statement that indicates your desire to be “excluded from the Settlement Class.” Absent excluding yourself or “opting-out” you are otherwise a member of the Settlement Class.

Your exclusion request must be postmarked no later than **April 9, 2019**. 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 Settlement Class.

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

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

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

Unless you opt-out of the Settlement, you cannot sue or be part of any other lawsuit against SingleCare 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.SCSTCPASettlement.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. You can talk to the law firm representing the Class (Class Counsel) listed in Question 15 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

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

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

QUESTIONS? VISIT www.SCSTCPASettlement.com OR EMAIL Info@SCSTCPASettlement.com

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed Avi R. Kaufman and Kaufman P.A. as “Class Counsel” to represent all members of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request up to 1/3rd of the Settlement Fund for attorneys’ fees (an amount not to exceed \$308,369.99), plus reimbursement of appropriate and documented out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request that a Service Award not to exceed \$5,000.00 be paid from the Settlement Fund to the Class Representative for its service as representative on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

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

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

1. A heading that includes the case name and case number – *Broward Psychology, P.A., on behalf of itself and all others similarly situated, v. SingleCare Services, LLC*, Case no. CACE-18-022689.
2. Your name (or, if a business, business name), address, telephone number, the fax number at which you received one or more fax advertisements sent by or on behalf of SingleCare and, if represented by counsel, the name, bar number, address and telephone number of your counsel;
3. A signed statement stating, under penalty of perjury, explaining the basis upon which you believe to be a member of the Settlement Class;
4. A statement of all your objections to the Settlement including your legal and factual basis for each objection;
5. The number of times in which you have objected to a class action settlement within the five years preceding the date that you filed the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling on your prior such objections that were issued by the trial and appellate courts in each listed case;
6. A statement whether you intend to appear at the Final Approval Hearing, either with or without counsel (and if with counsel, the name of your counsel who will attend), as well as a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
7. The number of times in which your counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the firm’s prior objections that were issued by the trial and appellate courts in each listed case;
8. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
9. Any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between you or your counsel and any other person or entity.

If you wish to object, you must file your objection with the Court (using the Court’s electronic filing system or in any way the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by **April 9, 2019**:

QUESTIONS? VISIT www.SCSTCPASettlement.com OR EMAIL Info@SCSTCPASettlement.com

Clerk of the Court	Class Counsel	Defendant's Counsel
Broward County Clerk of Court Central Courthouse Judicial Complex, West Building 201 S.E. 6th Street 4th Floor, Room: 04130 Fort Lauderdale, FL 33301 Re: Case No. CACE-18-022689	Avi R. Kaufman KAUFMAN P.A. 400 NW 26 th Street Miami, FL 33127	David Almeida BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP 333 West Wacker Drive Suite 1900 Chicago, IL 60606

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

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

THE FINAL APPROVAL HEARING

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

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

The Court has scheduled a Final Approval Hearing on **June 4, 2019 at 10:15 a.m.** in Courtroom 15135 in the Broward County Courthouse, 201 Southeast 6th Street, Fort Lauderdale, Florida 333130. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.SCSTCPASettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees and expenses and for Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

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

21. May I speak at the hearing?

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a member of the Settlement 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.

QUESTIONS? VISIT www.SCSTCPASettlement.com OR EMAIL Info@SCSTCPASettlement.com

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.SCSTCPASettlement.com. You also may write with questions to Class Counsel at the address above or the Settlement Administrator at SingleCare Services TCPA Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email info@SCSTCPASettlement.com.

QUESTIONS? VISIT www.SCSTCPASettlement.com OR EMAIL Info@SCSTCPASettlement.com