

**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

NOTICE OF FILING

Plaintiff Broward Psychology, P.A. gives notice of filing the following documents in connection with Plaintiff's Unopposed Motion for Final Approval of Settlement Agreement:

- (a) an amended proposed Final Judgment which corrects a scrivener's error in par. 8 (Ex. A); and
- (b) a declaration from the settlement administrator (Ex. B).

Respectfully submitted this 24th day of May, 2019.

/s/ Avi R. Kaufman

Avi R. Kaufman
Florida Bar No. 84382
KAUFMAN P.A.
400 NW 26th Street
Miami, Florida 33127
Telephone: (305) 469-5881
Email: kaufman@kaufmanpa.com

*Counsel for Plaintiff Broward Psychology, P.A.
and the Class*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 24, 2019 a copy of the foregoing has been served on all counsel of record through Florida's E-Filing Portal.

/s/ Avi R. Kaufman

Avi R. Kaufman

EXHIBIT A

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
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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 \$308,369.000 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 _____,
2019.

JOHN B. BOWMAN
CIRCUIT COURT JUDGE

cc: all counsel of record

EXHIBIT B

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
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Plaintiff,

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Defendant.

Case No. CACE-18-022689

DECLARATION OF SETTLEMENT ADMINISTRATOR

I, Steve J. Giannotti, declare under penalty of perjury that the following statements are true:

1. I am a Project Manager with Angeion Group (“Angeion”), the Settlement Administrator retained in this matter. Angeion’s office is located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

2. I submit this declaration in connection with the Motion for Final Approval of Settlement Agreement. The facts herein stated are true of my own personal knowledge or information supplied to me, and if called to testify to such facts, I could and would do so competently.

3. On January 29, 2019, this Court entered its Order Preliminary Approving Class Action Settlement, Conditionally Certifying a Class and Granting Other Relief (the “Preliminary Approval Order”), preliminary approving the parties’ settlement and appointing Angeion as the Settlement Administrator.

4. Pursuant to the Preliminary Approval Order, on February 8, 2019, the Settlement website was established.

5. On March 5, 2019, the Angeion broadcasted the fax notice to the 9,738 fax numbers associated with Class Members that were supplied by SingleCare. Of the 9,738 class member numbers, 7,562 were successfully sent. A true and accurate copy of the fax notice is attached hereto as Exhibit A.

6. On March 12, 2019, the Settlement Administrator rebroadcast the fax notice to the remaining 2,176 class member phone numbers. Of these rebroadcast fax notices, 939 were successfully sent.

7. The deadline to object or opt out of the Settlement was April 9, 2019. As of May 22, 2019, no Class Members have objected or opted out of the Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed this 23rd day of May 2019 at Freeport, NY.



Steven J. Giannotti

Exhibit A

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

**If You Received 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 settlement has been reached in a class action lawsuit claiming that 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. SingleCare denies the allegations in the lawsuit and the Court has not decided who is right.

Who’s Included? You received this fax because SingleCare’s records show that you may be a Settlement Class Member. 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.

What are the Settlement Terms? SingleCare has agreed to create a Settlement Fund of \$925,110. The Settlement Fund will be used to pay all Settlement Costs, including Settlement Administration fees and costs, an Attorneys’ Fee Award and litigation costs, Service Award to the Class Representative, and all valid claims. Settlement Class Members who submit valid claims shall receive their share of the Settlement Fund (\$95 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.

How can I get a Payment? By completing the Claim Form on page 2 of this fax and submitting it by U.S. mail to the Settlement Administrator at the address below, by email to info@SCSTCPASettlement.com, or by fax to 1-814-791-5292. You may download or file a Claim Form online at www.SCSTCPASettlement.com. If you send in a Claim Form by regular mail, it must be postmarked on or before **June 18, 2019**. The deadline to file a Claim Form online, by email, or by fax is **11:59 p.m. EDT on June 18, 2019**.

What are my Other Options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **April 9, 2019**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may object to the Settlement by **April 9, 2019** by timely and strictly complying with the objection procedures detailed in the Settlement Agreement. The Court will hold a Final Approval Hearing on **June 4, 2019** to consider whether to approve the Settlement and a request for attorneys’ fees of up to 1/3rd of the Settlement Fund (not to exceed \$308,369.99), appropriate and documented litigation costs, and a Service Award of \$5,000 to the Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information visit the website below.

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

**Your claim must
be submitted
on or before
JUNE 18, 2019**

SingleCare Services TCPA Settlement
Case No. CACE-18-022689
CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL
CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

SCS

CLAIM FORM

To submit a Claim for a payment from the Settlement Fund, please fill out the Claim Form below and submit it by U.S. mail at the address below, by email to info@SCSTCPASettlement.com, or by fax to 1-814-791-5292. You may also file a Claim Form online at www.SCSTCPASettlement.com. The deadline to file a Claim Form online, by email, or by fax is **11:59 p.m. EDT on June 18, 2019**. If you send in a Claim Form by regular mail, it must be postmarked on or before **June 18, 2019**.

*Name:
(First Name / MI / Last Name or Business Name)

*Street Address 1:

Street Address 2:

*City:

*State:

*Zip Code: --

*Fax Number: -- --
(Fax Number that received one or more faxes from SingleCare)

Phone Number: -- --

Email Address:

*I declare under penalty of perjury that to the best of my knowledge I received one (1) or more faxes sent by or on behalf of SingleCare.

*Signature: _____

*Date: _____

Questions? Visit www.SCSTCPASettlement.com or email info@SCSTCPASettlement.com.

To submit by U.S. Mail, send to:

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

***DENOTES INFORMATION YOU MUST PROVIDE TO HAVE A VALID CLAIM.**