

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement” or “Settlement”) is made and entered into this 30th day of October, 2018, by and among (1) Plaintiff Broward Psychology, P.A. (“Plaintiff”), individually and on behalf of the Settlement Class, and (2) Defendant SingleCare Services, LLC (“SingleCare”), subject to preliminary and final approval as required by Rule 1.220 of the Florida Rules of Civil Procedure. As provided herein, Plaintiff, Class Counsel, and SingleCare hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment, all claims of the Settlement Class against SingleCare in the action titled, *Broward Psychology, P.A. v. SingleCare Services, LLC*, Broward County, Florida Circuit Court Case No. CACE-18-022689 (the “Action”), shall be settled and compromised upon the terms and conditions contained herein.

### **I. Recitals**

1. On February 2, 2018, Plaintiff initiated the legal process ultimately resulting in the filing of the Action against SingleCare, alleging violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and seeking, *inter alia*, monetary damages.
2. Thereafter, from February 14, 2018 through April 29, 2018, the Parties engaged in an ongoing exchange relating to the facts from which the Released Claims arise and the Released Claims’ legal merit.
3. On April 30, 2018, the Parties participated in an all-day mediation in Miami with mediator David Grubman, but did not reach an agreement to settle the Action.
4. After mediation, the Parties continued to discuss the facts and legal merit of the Released Claims, culminating in a May 22, 2018 term sheet setting forth the material terms of this Agreement, as well as Plaintiff’s right to take formal pre-settlement discovery.
5. Discovery commenced in May 2018 and continued through July 16, 2018.

6. After the completion of discovery, and following further negotiations and discussions, the Parties resolved all remaining issues, culminating in this Agreement.
7. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims and Released Parties, as defined below. The Parties intend this Agreement to bind Plaintiff, SingleCare, and all members of the Settlement Class who do not timely request to be excluded from the Settlement.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

8. “Action” means *Broward Psychology, P.A. v. SingleCare Services, LLC*, Broward County, Florida Circuit Court Case No. CACE-18-022689.
9. “Claim” or “Claim Form” means a written submission made to the Settlement Administrator by a member of the Settlement Class for the purpose of obtaining a Settlement Fund Payment.
10. “Class Counsel” means:  

Avi R. Kaufman, Esq.  
KAUFMAN P.A.  
400 NW 26<sup>th</sup> Street  
Miami, FL 33127
11. “Claims Deadline” means the last day that members of the Settlement Class may submit a Claim Form to the Settlement Administrator. The Claims Deadline shall be 14 days after the Final Approval Hearing. The Claims Deadline will be specified in the Notice.

12. “Class Period” means the period from four years prior to the filing of the lawsuit through the date of preliminary approval.
13. “Class Representative” means Broward Psychology, P.A.
14. “Court” means the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida.
15. “Effective Date” means the fifth business day after which all of the following events have occurred:
  - a. The Court has entered without material change the Final Approval Order; and
  - b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.
16. “Fax List” means the list of all persons that received the SingleCare Faxes. The Fax List shall be provided by SingleCare to the Settlement Administrator and Class Counsel within twenty-one days of Preliminary Approval.
17. “Final Approval” means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees and costs awarded to Class Counsel and the amount of a Service Award to the Class Representative. The proposed Final Approval Order, defined below, shall be in a form agreed upon by Class Counsel and SingleCare. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

18. “Final Approval Order” means the order and final judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.
19. “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.
20. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of a Notice provided by fax (“Fax Notice”) and a Notice provided through the Settlement Website (“Long-Form Notice”). The Parties agree that the forms of notice set forth above is the best practicable under the circumstances and has a reasonable chance of reaching a substantial percentage of the class members, and that no other form of notice is required. The form of the proposed Fax Notice and Long-Form Notice agreed upon by Class Counsel and SingleCare, subject to Court approval and/or modification, are attached as *EXHIBITS 1-2*. The Fax Notice shall be sent within fourteen days of the Settlement Administrator’s receipt of the Fax List.
21. “Opt-Out and Objection Period” means the period that begins the day after the earliest date on which the Notice is first faxed, and that ends no later than 35 days later. The deadline for the Opt-Out and Objection Period will be specified in the Notice.
22. “Parties” means Plaintiff and SingleCare.
23. “Plaintiff” means Broward Psychology, P.A.
24. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement in the form jointly agreed upon by the Parties.
25. “Released Claims” means all claims to be released as specified in this Agreement. The “Releases” mean all of the releases contained in this Agreement.

26. “Released Parties” means those persons released as specified in the Releases.
27. “Releasing Parties” means those persons releasing as specified in the Releases.
28. “Settlement” means the settlement into which the Parties have entered to resolve the Action.
29. “Settlement Administrator” means a third party claims administrator mutually agreed upon by Class Counsel and SingleCare. The Parties have selected and will request approval of Angeion Group by the Court. Class Counsel and SingleCare may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or SingleCare may move the Court to substitute a different organization as Settlement Administrator upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.
30. “Settlement Class” is defined in paragraph 38 hereof.
31. “Settlement Class Member” means any person included in the Settlement Class who files a valid and timely Claim and/or who does not opt-out of the Settlement.
32. “Settlement Costs” means the costs of the Settlement Administrator, the Service Award approved by the Court and all attorneys’ fees and costs incurred by Class Counsel in connection with the Action awarded by the Court.
33. “Settlement Fund” means the \$925,110.00 virtual fund to be established pursuant to this Agreement, comprised of \$95.00 per potential Settlement Class Member.
34. “Settlement Fund Payment” means the cash dollar amount of the Settlement Fund that each Settlement Class Member that submits a valid Claim will receive, which shall be \$95.00 per Settlement Class Member, subject to a *pro rata* decrease for Settlement Costs. Only

valid Claims will be paid out.

35. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Fax Notice, as a means for members of the Settlement Class to obtain notice of and information about the Settlement, through and including access to this Agreement, the Long-Form Notice, the order preliminarily approving this Settlement, and such other documents as Class Counsel and SingleCare agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be [www.SCStcpasettlement.com](http://www.SCStcpasettlement.com) or such other URL as Class Counsel and SingleCare agree upon in writing. The Settlement Website shall not include any advertising, and shall not bear or include the SingleCare logo or SingleCare trademarks. Ownership of the Settlement Website URL shall be transferred to SingleCare within 10 days of the date on which operation of the Settlement Website ceases.
36. “SingleCare” means SingleCare Services, LLC.
37. “SingleCare Faxes” means fax advertisements sent or caused to be sent by SingleCare during the Class Period.

### **III. Certification of the Settlement Class**

38. For settlement purposes only, Plaintiff and SingleCare agree to ask the Court to certify the following “Settlement Class,” consisting of 9,738 potential “Settlement Class Members,” under Rules 1.220(a), (b) and (e) of the Florida Rules of Civil Procedure:

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..

The following are excluded from the Settlement Class: (1) the trial judge presiding over this case; (2) SingleCare, as well as any parent, subsidiary, affiliate or control person of SingleCare, and the officers, directors, agents, servants or employees of SingleCare; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any member of the Settlement Class who has timely opted out of this proceeding; and (6) Plaintiff's Counsel and their employees.

**IV. Settlement Consideration**

39. The cash value of the consideration to be provided by SingleCare pursuant to the Settlement shall be a virtual fund in the amount of \$925,110.00 total, which shall be used to pay all valid Claims (in an amount up to \$95.00 per valid Claim), all notice and administration costs, the Service Award to Plaintiff, if approved by the Court, and all attorneys' fees and costs awarded to Class Counsel by the Court. ("Settlement Fund"). In no event shall SingleCare be obligated to make any payments in excess of the Settlement Fund.

**V. Settlement Approval**

40. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an Order granting Preliminary Approval of this Settlement ("Preliminary Approval Order"). The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and SingleCare. The motion for Preliminary Approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable; (2) provisionally certify the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(b) and (e) for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of

the Notices of the Settlement; (4) approve the Claims process; (5) approve the procedures for members of the Settlement Class to exclude themselves from the Settlement Class or to object to the Settlement; (6) stay the Action pending Final Approval of the Settlement; and (7) schedule a Final Approval hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for SingleCare, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees and costs and a Service Award to the Class Representative ("Final Approval Hearing").

**VI. Settlement Administrator**

41. The Settlement Administrator shall administer various aspects of the Settlement as described herein and perform such other functions as are specified elsewhere in this Agreement, including, but not limited to:
- a. obtaining from SingleCare fax numbers, and to the extent it is available, name and address information, for Settlement Class Members;
  - b. providing Fax Notice;
  - c. providing Long Form Notice;
  - d. establishing and maintaining the Settlement Website;
  - e. establishing and maintaining a post office box for requests for opt outs from the Settlement Class;
  - f. receiving, evaluating, and processing Claim Forms;
  - g. advising Settlement Class Members if their Claim Forms are deficient;
  - h. providing weekly reports about the Notice Plan and number and identity of opt-outs

(if any) to Class Counsel and SingleCare's counsel;

- i. responding to any inquiries from members of the Settlement Class;
  - j. processing all requests for exclusion from the Settlement Class;
  - k. at Class Counsel's request in advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that identifies each member of the Settlement Class who timely and properly requested exclusion from the Settlement Class;
  - l. performing any other Settlement-administration-related function at the instruction of Class Counsel and SingleCare, including, but not limited to, verifying that Settlement Funds have been distributed as required; and
  - m. distributing Settlement Fund Payments to the Settlement Class Members that file valid Claims, the Service Award to Plaintiff, and attorneys' fees and costs to Class Counsel, as detailed herein.
42. SingleCare shall pay all notice and settlement administration costs and fees from the Settlement Fund to the Settlement Administrator as they become due.

**VII. Notice to the Settlement Class**

43. Upon Preliminary Approval of the Settlement, at the direction of Class Counsel, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement, including how to file a Claim Form, a date by which members of the Settlement Class may exclude themselves from or "opt-out" of the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date upon which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at

which members of the Settlement Class may access this Agreement and other related documents and information. Class Counsel and SingleCare shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the SingleCare logo or trademarks or the return address of SingleCare, or otherwise be styled to appear to originate from SingleCare. Ownership of the Settlement Website URL shall be transferred to SingleCare within 10 days of the date on which the Settlement Administrator ceases operation of the Settlement Website, which shall be three months following distribution of the Settlement Fund Payments to Settlement Class Members, or such other date as Class Counsel and SingleCare may agree upon in writing.

44. The Notice shall include a procedure for members of the Settlement Class to opt out of the Settlement Class, as detailed below (“Opt Out”). A member of the Settlement Class may opt out of the Settlement Class at any time during the Opt-Out and Objection Period. Any member of the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement.
45. For an Opt Out to be considered valid, members of the Settlement Class who wish to opt out of and be excluded from the Settlement must submit a written opt out, meeting all of the requirements detailed below, from the Settlement to the Settlement Administrator bearing a postmark from a date within the Claims Deadline. The Opt Out must:
  - a. state the member’s full name (or, if a business, business name), email address, address, telephone number and fax number at which the SingleCare Fax(es) are (were) received,

- b. state that the member requests exclusion from, or “opts out” of, the Settlement
- c. be dated; and
- d. be signed by the member under penalty of perjury.

Opt Outs must be made individually and cannot be made on behalf of other members of the Settlement Class. If a member of the Settlement Class submits a deficient Opt Out, the Settlement Administrator shall notify the member of the deficiency within seven (7) business days of receipt. The member shall have until the later of the end of the Opt Out or Objection Period, or seven (7) business days from receiving notice from the Settlement Administrator of the deficiency, to cure said deficiencies, at which point his or her Opt Out will be rejected if not received. Members of the Settlement Class submitting untimely or deficient Opt Outs shall be bound by the Agreement and its releases. If a member of the Settlement Class submits both a valid Claim Form and an Opt Out, the Claim Form will control regardless of the date on either document or the date the documents are submitted online or postmarked.

- 46. The Notice shall include a procedure for members of the Settlement Class to object to the Settlement and/or to Class Counsel’s application for attorneys’ fees and costs and/or a Service Award to the Class Representative, as detailed below (“Objection”). Objections to the Settlement, to the application for fees and costs and/or for the Service Award must be mailed to the Clerk of the Court, Class Counsel, and SingleCare’s counsel (at the addresses provided below), bearing a postmark from a date within the Opt Out or Objection Period.
- 47. For an Objection to be considered by the Court, the objection must bear a postmark from a date within the Claims Deadline and must also set forth:

- a. the name of the Action;
- b. the objector's full name (or, if a business, business name), address, telephone number and fax number at which the SingleCare Fax(es) are (were) received;
- c. an explanation of the basis upon which the objector claims to be a member of the Settlement Class;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector (including name, bar number, address and telephone number), including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. 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 in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
  - j. a statement confirming that the objector intends to personally appear and/or testify at the Final Approval Hearing;
  - k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
  - l. the objector's signature (an attorney's signature is not sufficient) under penalty of perjury.
48. The right to object to the Settlement must be exercised individually by an individual member of the Settlement Class, not as a member of a group or subclass. Any member of the Settlement Class who fails to file and serve timely written objections in this manner shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement and from filing any appeal from any Final Approval Order issued by the Court. Class Members who timely and validly Opt Out and request exclusion from the Settlement shall have no right to object and shall be foreclosed from making any objection to the Settlement.
49. Notice shall be provided to the Settlement Class in the following ways: Fax Notice, Long-Form Notice on the Settlement Website and via mail to members of the Settlement Class upon request. Not all members of the Settlement Class will receive all forms of Notice.
50. The Settlement Administrator shall administer the "Fax Notice," which shall consist of a fax containing the Fax Notice and Claim Form sent to all members of the Settlement Class for whom the Parties have fax information. The Fax Notice shall be initiated within fourteen days of the Settlement Administrator's receipt of the Fax List. Within seven days

of the Settlement Administrator initiating the Fax Notice, the Settlement Administrator shall initiate a second attempt to any numbers for which transmissions were unsuccessful. The Settlement Administrator shall provide Class Counsel and SingleCare with an affidavit that confirms that Fax Notice was given in accordance with this paragraph, indicating the total number of successful transmissions. Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiff's Motion for Final Approval of the Settlement.

51. Within the parameters set forth in this Agreement, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and SingleCare.

#### **VIII. Final Approval Order and Judgment**

52. The Plaintiff's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur, at least 100 days after Preliminary Approval. Plaintiff shall file his Motion for Final Approval of the Settlement, and his application for attorneys' fees and costs and for a Service Award for the Class Representative, no later than 42 days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees and costs and for a Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense or Service Award application, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.
53. At or following the Final Approval Hearing, the Court will determine whether to enter the

Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees and costs, and a Service Award. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and SingleCare. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Enter judgment dismissing the Action with prejudice and without costs, except as set forth in this Agreement;
- e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims, including during any appeal from the Final Approval Order;
- f. Release SingleCare and the Released Parties from the Released Claims; and
- g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including SingleCare, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

**IX. Settlement Fund**

54. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases and the dismissal of the Action upon Final Approval, within 7 calendar days of Preliminary Approval, SingleCare shall establish the Settlement Fund. The Settlement Fund need not be a separate account or fund; the Settlement Fund shall remain in the possession and control of SingleCare, subject to the payments required

herein.

55. The following shall be paid from the Settlement Fund:
- a. Settlement Fund Payments to Settlement Class Members;
  - b. Any Court-ordered award of Class Counsel's attorneys' fees and costs;
  - c. Any Court-ordered Service Award to the Class Representative; and
  - d. Settlement Administration costs and fees.
56. Any amounts of the Settlement Fund not paid out as a result of (i) the Settlement Fund Payments, (ii) the Court-ordered attorneys' fees and costs to Class Counsel, (iii) the Court-ordered Service Award to the Class Representative and (iv) costs of settlement administration shall be retained by SingleCare. The amounts of any Settlement Fund Payments not cashed within 180 days after they are issued shall revert to SingleCare.

**X. Calculation of Distributions from Settlement Fund**

57. Each Settlement Class Member who timely files with the Settlement Administrator a valid and approved Claim Form shall automatically receive a cash distribution payable by check. The amount of each cash distribution shall be determined by the following formula:  $\$95.00$  minus pro-rata Settlement Costs (calculated as  $\text{Settlement Costs}/9,738$ ) = Settlement Fund Payment.

**XI. Distribution of Settlement Fund**

58. No later than 14 days following the Effective Date, SingleCare shall transfer from the Settlement Fund to an escrow account maintained by the Settlement Administrator the total amount of all Settlement Fund Payments to be sent to Settlement Class Members.
59. The Settlement Administrator shall send Settlement Class Members their Settlement Fund Payments no later than 28 days following the Effective Date.

## **XII. Claims Process**

60. Each member of the Settlement Class who does not timely opt-out from the Settlement shall be a Settlement Class Member and entitled to make a Claim. Each Settlement Class Member shall be entitled to make one Claim per unique fax number that received a SingleCare Fax, regardless of the number of SingleCare Faxes the Settlement Class Member received.
61. To make a Claim, Settlement Class Members must submit by the Claims Deadline a valid and timely Claim Form, a copy of which is attached hereto as *EXHIBIT 3* (and incorporated into the Fax Notice), by U.S. mail, email, fax, or through the Settlement Website. The Claim Form shall contain the Settlement Class Member's: (1) name; (2) current address; (3) fax number(s) at which she, he, or it received a SingleCare Fax; and (4) a current contact telephone number. If a Settlement Class Member fails to fully complete a Claim Form or the fax number does not appear on the Fax List, the Claim Form will be invalid and rejected by the Settlement Administrator. The Settlement Administrator will then attempt to notify the Settlement Class Member that his or her Claim Form was deficient and rejected. Any Settlement Class Member who submits an incomplete or inaccurate Claim Form shall be permitted to re-submit a Claim Form by the later of the Claims Deadline or 14 days of the sending of notice of the defect by the Settlement Administrator.
62. Settlement Fund Payments shall be sent to Settlement Class Members by the Settlement Administrator via U.S. mail. If any Settlement Fund Payments are returned, the Settlement Administrator shall attempt to obtain a new mailing address for that Settlement Class Member. If after a second mailing, the Settlement Fund Payment is again returned, no further efforts need be taken by the Settlement Administrator to resend the check. Each

Settlement Fund Payment will be negotiable for 180 days after it is issued.

**XIII. Releases**

63. Upon the Effective Date of the Settlement, Plaintiff and all Settlement Class Members, each on behalf of herself, himself, or itself, and on behalf of her, his, or its respective heirs, assigns, beneficiaries, successors, executors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, employees, administrators, devisees, predecessors, successors, attorneys, representatives of any kind, shareholders, partners, directors or owners of any kind, affiliates, subrogees, assignees, or insurers (collectively, the “Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged SingleCare and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, vendors, marketing companies, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them (collectively, the “Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters at any time from the beginning of the Class Period through the date an order preliminary approving the Settlement Agreement is entered by the Court, that were or could have been claimed, raised, or alleged in this Action to the extent they arise from faxes sent by or on behalf of SingleCare (the “Released Claims”).

64. Class Members hereby waive all rights under Section 1542 of the Civil Code of California (or any similar provision of law) with respect to the Released Claims only. That section reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Notwithstanding the provisions of Section 1542 or any similar law of any other state, and to provide a full and complete release of Released Parties, the Settlement Class Members expressly acknowledge that this Agreement is intended to include, without limitation all claims which the Settlement Class Members do not know or suspect to exist in their favor at the time of execution of this document concerning or relating to violations of the Telephone Consumer Protection Act, and agree that the Agreement agreed upon completely extinguishes all such claims
65. On the Effective Date, all members of the Settlement Class who did not exclude themselves as required herein (and the Releasing Parties) will be forever barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against the Released Parties about the Released Claims; and all persons and entities shall be forever barred and permanently enjoined from filing, commencing, or prosecuting any other lawsuit as a class action against SingleCare or the Released Parties on behalf of Settlement Class Members who have not timely excluded themselves from the Settlement Class if such other lawsuit is based on or arises from the Released Claims..

**XIV. Payment of Attorneys' Fees, Costs, and Service Awards**

66. SingleCare agrees not to oppose Class Counsel's request for attorneys' fees of up to 1/3<sup>rd</sup> of the Settlement Fund (up to \$308,369.99) and not to oppose Class Counsel's request for reimbursement of appropriate and documented costs. Any award of attorneys' fees and costs to Class Counsel shall be payable solely out of the Settlement Fund. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Settlement from becoming effective, nor shall it be grounds for termination.
67. Class Counsel will ask the Court to approve a Service Award to the Class Representative of \$5,000.00. The Service Award is to be paid by SingleCare from the Settlement Fund. The Service Award shall be paid to the Class Representative in addition to the Class Representative's Settlement Fund Payment. SingleCare agrees not to oppose Class Counsel's request for the Service Award up to \$5,000.00.
68. No later than 7 days following Final Approval, SingleCare shall transfer from the Settlement Fund to an escrow account maintained by the Settlement Administrator the total amount of the Court-approved Service Award and Court-approved attorneys' fees and costs.
69. The Settlement Administrator shall send the Court-approved Service Award and Court-approved attorneys' fees and costs by wire to Class Counsel's trust account no later than 3 days following the Effective Date.
70. The Parties negotiated and reached agreement regarding attorneys' fees and costs, and the Service Award, only after reaching agreement on all other material terms of this Settlement.

**XV. Termination of Settlement**

71. This Settlement may be terminated by either Class Counsel or SingleCare by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 30 days (or such longer time as may be agreed in writing between Class Counsel and SingleCare) after any of the following occurrences:
- a. Class Counsel and SingleCare agree to termination;
  - b. the Court fails to preliminarily approve the Settlement within 180 days after filing of the motion for preliminary approval, or fails to finally approve the Settlement within 360 days of Preliminary Approval by the Court;
  - c. the Court rejects, materially modifies, materially amends or changes the Settlement;
  - d. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 270 days of such reversal;
  - e. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that the Party seeking to terminate the Settlement reasonably considers material;
  - f. the Effective Date does not occur; or
  - g. any other ground for termination provided for elsewhere in this Agreement.

**XVI. Effect of a Termination**

72. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and SingleCare's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a

termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

73. The Settlement shall become effective on the Effective Date unless earlier terminated.
74. In the event the Settlement is terminated, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. And in such event, this Settlement and the preceding Class Action Settlement Term Sheet shall be null and void and shall not be used against either Party in any manner whatsoever.

**XVII. No Admission of Liability; Non-Disparagement**

75. SingleCare continues to dispute its liability for the claims alleged in the Action and further disputes class treatment, and maintains that it has complied, at all times, with applicable laws and regulations. SingleCare does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. SingleCare has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
76. Class Counsel believes that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of

the claims, and conducted extensive discovery.

77. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.
78. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.
79. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.
80. In addition to any other defenses SingleCare may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

#### **XVIII. Miscellaneous Provisions**

81. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender,

and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

82. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
83. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect regardless of events that may occur.
84. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
85. Class Information Confidential. The Fax List shall be kept strictly confidential by the Settlement Administrator and Class Counsel, who will not release such information, and will only provide such information to the Court only under seal, unless ordered otherwise by the Court, and only if so ordered by the Court. Class Counsel agrees that any information or documents they receive or have received in connection with this Settlement may be used for this Action only, and may not be used for any purpose or in any other action or proceeding.
86. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

87. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
88. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida, without regard to the principles thereof regarding choice of law.
89. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
90. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Settlement Administrator. As part of their respective agreements to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.
91. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Avi R. Kaufman  
KAUFMAN P.A.

400 NW 26<sup>th</sup> Street  
Miami, FL 33127  
Email: kaufman@kaufmanpa.com

All notices to SingleCare, provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

David Almeida  
BENESCH, FRIEDLANDER,  
COPLAN & ARONOFF LLP  
333 West Wacker Drive, Suite 1900  
Chicago, Illinois 60606  
Email: dalmeida@beneschlaw.com

The notice recipients and addresses designated above may be changed by written notice.

The Parties agree to promptly provide each other with copies of objections, opt outs, or other filings received as a result of the Notice program.

92. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for SingleCare and, if the Settlement has been approved preliminarily by the Court, approved by the Court.
93. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
94. Extensions of Time. If either Party cannot reasonably comply with an obligation under this Settlement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.
95. Non-Disclosure. The Parties and their counsel will keep the Settlement, the parties' Class Action Term Sheet, the Settlement-related documents, and their settlement negotiations confidential and will not disclose any of the information contained in or related to this

Settlement except in filings with the Court or if required by legal process. No comments of any kind regarding the Settlement, the Class Action Term Sheet, the Settlement-related documents, or the Settlement negotiations (including without limitation, the negotiations in the course of mediation), may be made at any time to the press/media by Plaintiff or its counsel, unless the Parties agree otherwise in writing. Neither Plaintiff nor Class Counsel, directly or indirectly, shall issue a press release, hold a press conference, publish information about the Settlement on any website (other than used by the claims administrator for claims administration purposes and on Class Counsel's website, which may contain reference to the settlement without using SingleCare's name), or otherwise publicize the settlement. Plaintiff and Class Counsel agree not to respond to any press inquiries concerning the Settlement except to refer reporters to the papers filed with the Court. Notwithstanding the foregoing, SingleCare shall have the right to disclose the Settlement and its terms for litigation purposes, for accounting or public filing purposes, or to otherwise comply with any public reporting obligations. Plaintiff and Class Counsel shall have the right to disclose the Settlement and its terms for accounting or public filing purposes or to otherwise comply with any public reporting obligations. To the extent Plaintiff and Class Counsel need to disclose the Settlement and its terms for any other purpose, they shall provide advance written notice and the opportunity to object to such disclosure to SingleCare.

96. Severability. If any provision of this Settlement or the application thereof is held invalid, such invalidation shall not affect other provisions or applications of this Settlement and to this end the provisions of this Settlement are declared to be severable. However, this provision shall not affect the Parties' rights under Paragraph XV herein.

97. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and counsel for SingleCare (for SingleCare), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiff and SingleCare to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.
98. Agreement Mutually Prepared. Neither SingleCare nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
99. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter 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 the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. SingleCare has provided and is providing information that Plaintiff reasonably requests to identify Settlement Class Members. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to

rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

100. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

Date: Oct 30, 2018

  
\_\_\_\_\_  
Aaron Donde (Oct 30, 2018)  
Broward Psychology, P.A.  
*Plaintiff*  
By: Aaron M. Donde  
Its: President

Dated: October 30, 2018

  
\_\_\_\_\_  
Avi R. Kaufman  
*Class Counsel*

Dated: \_\_\_\_\_

\_\_\_\_\_  
SingleCare Services, LLC  
*Defendant*  
By:  
Its:

Dated: \_\_\_\_\_

\_\_\_\_\_  
David Almeida  
Counsel for SingleCare Services, LLC

rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

100. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

Date: \_\_\_\_\_

\_\_\_\_\_  
Broward Psychology, P.A.  
*Plaintiff*  
By: Aaron M. Donde  
Its: President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Avi R. Kaufman  
*Class Counsel*

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
SingleCare Services, LLC  
*Defendant*  
By: *Richard A. Bates*  
Its: *Co-Founder & Chief Executive Officer*

Dated: 11/19/18

  
\_\_\_\_\_  
David Almeida  
Counsel for SingleCare Services, LLC

# EXHIBIT 1

**DRAFT FAX NOTICE**

**[NOTE: CLAIM FORM TO BE INCLUDED AS PART OF FAX NOTICE]**

**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 [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com), or by fax to xxx-xxx-xxxx. You may download or file a Claim Form online at [www.SCStcpasettlement.com](http://www.SCStcpasettlement.com). If you send in a Claim Form by regular mail, it must be postmarked on or before **Month DD, 2018**. The deadline to file a Claim Form online, by email, or by fax is **11:59 p.m. EDT on Month DD, 2018**.

**What are my Other Options?** If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 2018**. 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 **Month DD, 2018** by timely and strictly complying with the objection procedures detailed in the Settlement. The Court will hold a Final Approval Hearing on **Month DD, 2018** to consider whether to approve the Settlement and a request for attorneys’ fees of up to 1/3<sup>rd</sup> 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 Settlement Administrator**

**[ADDRESS]**

**[www.SCStcpasettlement.com](http://www.SCStcpasettlement.com)**

# EXHIBIT 2

**DRAFT LONG-FORM NOTICE**

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 Settlement<sup>1</sup> 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	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.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	Write to the Court if you do not like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	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

<sup>1</sup> 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.

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

**WHAT THIS NOTICE CONTAINS**

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- 3. What is the Telephone Consumer Protection Act?
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## 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](http://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](http://www.SCStcpasettlement.com) or email [xxxx@SCStcpasettlement.com](mailto:xxxx@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](http://www.SCStcpasettlement.com). You also may send questions to the Settlement Administrator at SingleCare Settlement Administrator, PO Box XXXX, City, State XXXXX-XXXX or at [xxxx@SCStcpasettlement.com](mailto:xxxx@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](http://www.SCStcpasettlement.com), email it to [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com), fax it to xxx-xxx-xxxx, 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 Month Day, 2018**.

Claim Forms submitted by mail must be postmarked on or before **Month Day, 2018** to:

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

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

### 10. When will I receive my payment?

**QUESTIONS? VISIT [www.SCStcpasettlement.com](http://www.SCStcpasettlement.com) or email [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com)**

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.

## 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:

SingleCare Settlement Administrator  
PO Box XXXX  
City, State XXXXX-XXXX

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 **Month Day, 2018**. 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 the Defendant 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](http://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](http://www.SCStcpasettlement.com) or email [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com)**

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in the 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 1/3<sup>rd</sup> 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 if 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

**QUESTIONS? VISIT [www.SCStcpasettlement.com](http://www.SCStcpasettlement.com) or email [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com)**

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 **Month Day, 2018**:

<b>Clerk of the Court</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
Broward County Clerk of Court Central Courthouse Judicial Complex, West Building 201 S.E. 6th Street 4th Floor, Room: 04130 Fort Lauderdale, FL 33301	Avi R. Kaufman KAUFMAN P.A. 400 NW 26 <sup>th</sup> Street Miami, Florida 33127	David Almeida BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP 333 West Wacker Drive, Suite 1900 Chicago, Illinois 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 **Month Day, 201\_ at \_\_:\_\_\_\_\_m**, at the \_\_\_\_\_ . 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](http://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 a 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.

**QUESTIONS? VISIT [www.SCStcpasettlement.com](http://www.SCStcpasettlement.com) or email [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com)**

## **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.

## **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](http://www.SCStcpasettlement.com). You also may write with questions to Class Counsel at the address above or the Settlement Administrator at SingleCare Settlement Administrator, PO Box XXXX, City, State XXXXX-XXXX, or at [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com).

# EXHIBIT 3

**DRAFT CLAIM FORM**

**[NOTE: CLAIM FORM TO BE INCLUDED AS ATTACHMENT TO FAX NOTICE]**

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 [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com), or by fax to xxx-xxx-xxxx. You may also file a Claim Form online at [www.SCStcpasettlement.com](http://www.SCStcpasettlement.com). The deadline to file a Claim Form online, by email, or by fax is 11:59 p.m. EDT on Month DD, 2018. If you send in a Claim Form by regular mail, it must be postmarked on or before Month DD, 2018.

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

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\*Mailing Address

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\*Fax Number that received one or more faxes from SingleCare:

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Telephone Number where you can be reached:

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email Address:

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\*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: \_\_\_\_\_

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

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Questions? Visit [www.SCStcpasettlement.com](http://www.SCStcpasettlement.com) or email [xxxx@SCStcpasettlement.com](mailto:xxxx@SCStcpasettlement.com)

To submit by U.S. Mail send to:

**SingleCare Settlement Administrator**  
**[ADDRESS]**