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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)
TAYLOR ARMIGER, RAMSEY)
GARDNER, individually and on behalf of)
themselves and others similarly situated,)
)
Plaintiffs,)
)
v.)
)
ASSURANCE IQ, LLC,)
)
Defendant.)

Case No.: 2023-CH-09225

**PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES,
EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS**

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I. INTRODUCTION

On March 6, 2024, this Court preliminarily approved a proposed class action settlement between Jonathan Smith, Joseph Rogers, Taylor Armiger, and Ramsey Gardner (“Plaintiffs”) and Defendant Assurance IQ, LLC (“Assurance”). The Court also appointed Keogh Law, Ltd. (“Keogh Law”), Greenwald Davidson Radbil PLLC (“GDR”), Paronich Law, P.C (“Paronich”) and Turke & Strauss LLP (“Turke”) as class counsel.

The Settlement¹ requires Assurance to pay \$21,875,000.00 into a non-reversionary common fund for the benefit of the Settlement Class of similarly situated persons who received prerecorded telemarketing calls from Assurance that were alleged to violate the Telephone Consumer Protection Act (“TCPA”). The Settlement Fund will be divided *pro rata* among all Settlement Class Members who submit a timely and valid claim, after payment of the costs of notice and administration and court-approved attorneys’ fees, expenses, and class representative incentive awards. There will be no reversion to Assurance. *See Appendix 1.*

The estimated per-claimant relief is between \$167 and \$33 in cash assuming a 10% to 2% claim rate typical in consumer class actions.² This compares more than favorably with per-claimant

¹ All capitalized terms herein have the same meaning as those used in the Settlement Agreement. *See* Settlement Agreement at *Appendix 1.*

² This is typical for claims rates in approved TCPA class actions as many class members do not recognize the name of the company calling them and/or are understandably leery of scams. *See, e.g., Bayat v. Bank of the W.*, No. C-13-2376 EMC, 2015 WL 1744342, at *5 (N.D. Cal. Apr. 15, 2015) (claims rate of 1.9% for monetary portion of settlement, and 1.1% for injunctive relief portion of settlement); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 493 (N.D. Ill. 2015) (approving TCPA class action settlement with 2.5% claims rate); *Michel v. WM Healthcare Solutions, Inc.*, No. 1:10-CV-638, 2014 WL 497031, at *4 (S.D. Ohio Feb. 7, 2014) (“a total response rate of 3.6%”); *Arthur v. SLM Corp.*, No. C10-0198 JLR, ECF No. 249 at 2-3 (W.D. Wash. Aug. 8, 2012) (claims rate of approximately 2%); *Grannan v. Alliant Law Grp., P.C.*, No. C10-02803 HRL, 2012 WL 216522, at *3 (N.D. Cal. Jan. 24, 2012) (claims rate under 3%); *accord Forcellati v. Hyland’s, Inc.*, No. CV 12-1983-GHK (MRWx), 2014 WL 1410264, at *6 (C.D. Cal. Apr. 9, 2014) (“The prevailing rule of thumb with respect to consumer class actions is [a claims rate of] 3-5 percent.”)

recoveries in settlements in similar large TCPA cases as explained herein. Given the hurdles facing the Settlement Class, in which they faced the possibility of no recovery due to the risk of losing on class certification, summary judgment, or at trial, the results achieved are outstanding.

It is worth noting the Settlement does not contain any clear sailing agreement as to either attorneys' fees or service awards, and the notice approved by the Court advises the Settlement Class of exact amounts for the fees and service award sought. Along that line, this Motion will be posted to the Settlement Website prior to notice being sent to allow the Settlement Class an opportunity to review it in detail.

As compensation for the substantial benefit conferred upon the Settlement Class, Plaintiffs respectfully move for an award of attorneys' fees of 40% of the \$21,875,000 common fund, which equals \$8,750,000, plus \$44,528.70 in out-of-pocket expenses, and class representative service awards of \$5,000 for each Plaintiff (\$20,000 total).

II. RELEVANT BACKGROUND

A. Legal and Procedural History.

The TCPA prohibits prerecorded calls without the prior express written consent of the called party and instructs the FCC to implement regulations to carry out that objective. 47 U.S.C. § 227(b)(1)(A); 47 C.F.R. § 64.1200(a)(2); 47 C.F.R. § 64.1200(a)(3). The TCPA further grants a private right of action to persons who receive prerecorded calls made in violation of the statute or the FCC's regulations, which action may be pursued in either state or federal court. 47 U.S.C. § 227(b)(3); *Std. Mut. Ins. Co. v. Lay*, 2013 IL 114617, ¶ 28.

(quoting *Ferrington v. McAfee, Inc.*, No. 10–CV–01455–LHK, 2012 WL 1156399, at *4 (N.D. Cal. Apr. 6, 2012); *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 329 n.60 (3d Cir. 2011) (en banc) (observing that claims rate in consumer class action settlements “rarely exceed seven percent, even with the most extensive notice campaigns”).

Several of the firms appointed Class Counsel here have litigated the dispute regarding Assurance’s calling practices against Assurance for more than 5 years. In response to an early lawsuit filed by Class Counsel, Assurance filed a petition with the FCC seeking a declaratory ruling that a caller who, in fact, lacked consent for prerecorded calls nevertheless did not violate the statute so long as the caller had “a reasonable basis to believe” that it had obtained consent, such as through a website submission. Assurance also contended that its phone calls only conveyed a short, prerecorded introduction, but were otherwise “live” calls. Assurance sought a declaratory ruling that its calls do not qualify as “prerecorded” under the TCPA. *Id.*

In addition to filing written comments in opposition to Assurance’s FCC petition, counsel at Keogh Law—one of the law firms appointed Class Counsel in this matter—met with FCC staff in person on August 11, 2020, to give a presentation regarding the issues presented by the petition.

While the FCC was considering Assurance’s petition, Class Counsel filed additional actions against Assurance also alleging that Assurance violated the TCPA by placing prerecorded telemarketing calls without consent. *See Rogers v. Assurance*, 21-cv-823 (W.D. Wash.) (filed June 17, 2021). Plaintiffs Rogers and Armiger joined in the Washington action on November 4, 2021. *Id.* at Doc. 35 (First Amended Complaint). Rogers alleged he received prerecorded calls from Assurance without his consent in March of 2021, and Armiger alleged he received calls prerecorded calls from Assurance without his consent in November 2020. *Id.*

Assurance withdrew its petition to the FCC on May 10, 2022, but the litigation continued. On October 11, 2022, Plaintiff Smith filed his action against Assurance in the United States District Court for the District of Arizona. *Smith v. Assurance*, 22-cv-1732 (D. Ariz.). Smith alleged he received prerecorded calls from Assurance without his consent in June 2022. *Id.* at Doc. 1.

On June 9, 2023, Plaintiff Gardner filed his action against Assurance in the United States

District Court for the Northern District of Illinois, alleging he received prerecorded calls from Assurance without his consent in February and March of 2023. *See Gardner v. Assurance*, 23-cv-3665 (N.D. Ill.) at Doc. 1.

Plaintiffs Woodard and Corwin filed their action against Assurance in this Court. Doc. 1. Woodard alleged she received prerecorded calls from Assurance without her consent in January 2023 and Corwin alleged she received prerecorded calls from Assurance without her consent in February 2023. *Id.*

The litigation in these actions was hard fought. In *Rogers*, the Court granted Assurance's motion to dismiss in part on March 27, 2023, giving the plaintiffs leave to amend. *Rogers v. Assurance IQ, LLC*, No. 2:21-CV-00823-TL, 2023 WL 2646468, at *8 (W.D. Wash. Mar. 27, 2023). Assurance filed a second motion to dismiss after the plaintiffs amended their pleading. *See Rogers*, 21-cv-823 (W.D. Wash.) at Doc. 72. While these motions were being briefed, the parties engaged in substantial discovery concerning the plaintiffs' claims, with all parties serving discovery requests and producing responsive documents. *App.* 2, Keogh Decl. at ¶ 9. Plaintiff Smith likewise propounded formal discovery in his action (*App.* 3, Radbil Decl. at ¶ 25), and Assurance also filed motions to dismiss in the both the *Smith* and *Gardner* actions. *See Smith*, 22-cv-1732 (D. Ariz.) at Doc. 16; *Gardner*, 23-cv-3665 (N.D. Ill.) at Docs. 14, 21. In *Smith*, the court held oral argument on Assurance's motion to dismiss, and ultimately denied the motion. *See Smith v. Assurance IQ, LLC, d/b/a Mortgage.net*, No. 2:2022-cv-01732, 2023 WL 8076099, at *3 (D. Ariz. Nov. 21, 2023).

On July 24, 2023, following months of discussions with Assurance concerning the potential parameters of a class settlement, counsel from Keogh Law and Paronich, representing Plaintiffs Rogers and Armiger in the *Rogers* action, and counsel from GDR, representing Plaintiff Smith in

the *Smith* action, jointly attended a full-day in-person mediation session with Assurance before Robert Meyer of JAMS in New York, NY to discuss a resolution of the pending matters on a classwide basis. Keogh Decl. at ¶ 10. Assurance strenuously objected that there were violations of the TCPA, and disagreed there were any methods available to certify a class.

Yet, in the spirit of attempting a good faith mediation, Assurance provided classwide data regarding the phone numbers to which it placed prerecorded calls that bore a “wrong number” or “do not call” designation in its records. Prior to providing the data, Assurance employed an expert to analyze the expected results of a reverse look-up process, intended to cross check if the number belonged to the person that Assurance claimed it had consent to call. This process examined whether the names associated with the numbers called in certain databases were the names associated with the numbers called in Assurance’s records. Keogh Decl. at ¶ 11. The parties also exchanged detailed mediation briefs, in which they set forth their positions regarding the relevant facts, the applicable law, class certification, and the merits of the claims and defenses. *Id.* at ¶ 12.

Although no settlement was reached at the mediation, the parties continued to negotiate a resolution over the following weeks and attended a second full-day in-person mediation before Robert Meyer of JAMS in Los Angeles, CA on September 15, 2023, to continue their negotiations. *Id.* at ¶ 13. Once again, the parties exchanged detailed mediation briefs in advance of the second mediation and Assurance provided additional data regarding the class as well. *Id.* at ¶ 14.

The second mediation likewise ended without a resolution. However, the parties continued to negotiate a resolution of the pending matters over the next several months until they executed the Settlement Agreement in December 2023. Needing to choose a single jurisdiction in which to consolidate their claims and seek approval of the classwide settlement, the parties agreed to consolidate their claims in this action.

To that end, the plaintiffs dismissed the various actions against Assurance without prejudice. *See, e.g., Rogers*, 21-cv-823 (W.D. Wash.) at Doc. 100 (advising of the Settlement and their intent to seek approval in this court); *Gardner*, 23-cv-3665 (N.D. Ill.) at Doc. 28 (same); *Smith*, 2:22-cv-01732 (D. Ariz.) at Doc. 30.

B. Class Counsel Negotiated An Extremely Favorable Settlement.

The Settlement Class is defined as follows:

All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through March 6, 2024.

Settlement Agreement at ¶ 2.15 at *App.* 1. There are approximately 3.52 million class members.

The Settlement requires Assurance to pay \$21,875,000.00 into a non-reversionary common fund for the benefit of the Settlement Class. *See Settlement Agreement* at ¶ 2.17. The Settlement Fund will be used to pay settlement awards to the Settlement Class Members who submit valid and timely claim forms, the costs of additional data work, class notice and claims administration, including the dissemination of notice, establishment and maintenance of the settlement website, the cost of handling and disbursing funds to Settlement Class Members, any incentive awards to the named plaintiffs authorized by the Court, and Class Counsel's attorneys' fees and litigation expenses as authorized by the Court. *Id.* at ¶ 9.2. The Settlement is also completely non-reversionary—all undistributed amounts remaining in the Settlement Fund after the initial round of payments will be redistributed through a second distribution ("Second Distribution"), on a *pro rata* basis, to each Settlement Class Member who cashed their initial check. *Id.* § IX. If there is

not enough money to pay at least \$5.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the Chicago Bar Foundation as *cy pres*, subject to court approval. *Id.*

As noted above, Plaintiffs estimate that each claimant will receive between \$167 and \$33 based on a 10% to 2% claim rate.

III. ARGUMENT

A. The Proposed Attorneys' Fee and Expense Award Should Be Approved.

1. Fees Should be Based on a Percentage of the Common Fund.

“It is now well established that ‘a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.’” *Scholtens v. Schneider*, 173 Ill. 2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)). The Illinois Supreme Court has approved “[a]warding attorney fees to plaintiffs’ counsel based on a percentage of the fund held by the court [as], overall, a fair and expeditious method that reflects the economics of legal practice and equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class.” *Brundidge v. Glendale Fed. Bank*, 168 Ill. 2d 235, 244 (1995); *see also Ryan v. City of Chi.*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995) (noting that “a percentage fee was the best determinant of the reasonable value of services rendered by counsel in common fund cases”).

2. Fee Awards of Forty Percent of a Common Fund are Common in Class Action Cases in Illinois.

Illinois courts commonly award forty percent of the common fund in consumer class actions. *See Richardson v. Ikea North America Servs.*, No. 21-CH-5392 (Cir. Ct. Cook Cnty. 2023) (awarding 40% (or \$9,700,000) of \$24,250,000 common fund in privacy class action under the

Fair and Accurate Credit Transactions Act (“FACTA”)); *Martin v. Safeway, Inc.*, 20-CH-5480 (Cir. Ct. Cook Cnty. 2022) (awarding 40% (or \$8,000,000) of \$20,000,000 fund in privacy class action under FACTA); *Donahue v. Everi Holdings, Inc.*, No. 2018-CH-15419 (Cir. Ct. Cook Cnty. Dec. 3, 2020) (same); *Willis v. iHeartMedia Inc.*, No. 2016-CH-0245 (Cir. Ct. Cook Cnty. Aug. 11, 2016) (TCPA class case granting fee award of 40% of settlement fund); *Heidelberg v. Forman Mills Inc.*, No. 2020-CH-4079 (Cir. Ct. Cook Cnty. Aug. 22, 2023) (Chupack, J.) (awarding 40% of common fund to class counsel); *Marquez v. Bobak Sausage Co.*, No. 2020-CH-4259 (Cir. Ct. Cook Cnty. Aug. 21, 2023) (same); *Sekura v. L.A. Tan Enters.*, No. 2015-CH-1664 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (same); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *McGee v. LSC Comms., Inc.*, No. 2017-CH-12818 (Cir. Ct. Cook Cnty. Aug. 7, 2019) (same); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH-2140 (Cir. Ct. Cook Cnty.) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018-CH-06589 (Cir. Ct. Cook Cnty. Jan. 22, 2020) (same); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Williams v. Swissport USA, Inc.*, No. 2019-CH-00973 (Cir. Ct. Cook Cnty. Nov. 12, 2020) (same); *Glynn v. eDriving, LLC*, No. 2019-CH-08517 (Cir. Ct. Cook Cnty. Dec. 14, 2020) (same); *Fick v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Cir. Ct. Cook Cnty. Apr. 8, 2021) (same); *Freeman-McKee v. Alliance Ground Int’l, LLC*, No. 2017-CH-13636 (Cir. Ct. Cook Cnty. June 15, 2021) (same); *Knobloch v. ABC Financial Services, LLC*, No. 2017-CH-12266 (Cir. Ct. Cook Cnty. June 25, 2021) (same); *Sharrieff v. Raymond Management Co., Inc., et al.*, No. 2018-CH-01496 (Cir. Ct. Cook Cnty. Aug. 1, 2019).

Thus, the forty-percent fee award requested here is fully consistent with class action awards in Illinois.

3. Numerous Additional Factors Support the Proposed Award.

In addition to being in line with percentage awards in Illinois, the proposed fee award's reasonableness is buttressed by other factors.

First is the significant benefits provided by the Settlement. *See Daniel v. Aon Corp.*, 2011 IL App (1st) 101508, ¶ 20 (holding the “results obtained” is a factor for evaluating proposed fee award). The TCPA allows for \$500 per non willful violation of the statute. 47 U.S.C. § 227(b)(3)(B). When viewed against this backdrop, and the fact that this case likely would have entailed years of additional litigation had it not settled, the likely net recovery here per claimant of between \$167 and \$33 is an outstanding result.

What's more, the net recovery here exceeds the per-claimant recoveries obtained in similar large TCPA cases. *See, e.g., Markos v. Wells Fargo Bank, N.A.*, No. 1:15-cv-01156-LMM, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017) (finding that the cash recovery of \$24 per claimant in a TCPA class action is “an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter”); *Kolinek*, 311 F.R.D. at 493–94 (finding that thirty dollars per claimant is “‘within the range of recoveries’ in TCPA class actions”); *In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 787 (N.D. Ill. 2015) (approving \$34.60 per claimant); *Charvat v. Valente*, No. 12:5746, 2019 WL 5576932, at *6 (N.D. Ill. Oct. 28, 2019) (noting that average payout of \$22.17 is “not out of line with other approved TCPA class action settlements.”); *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034, 1043–44 (S.D. Cal. 2015) (approving settlement providing \$13.75 per claimant).

The result obtained is further supported by the strength of the case. Here, Assurance had already succeeded on its first motion to dismiss in the *Rogers* action, and its second motion to dismiss was pending at the time of settlement. *See Rogers*, 21-cv-823 (W.D. Wash.) at Doc. 72. In

addition, Assurance's arguments before the FCC raised several potential barriers to the merits and class certification, including Assurance's contentions that it only called phone numbers entered at its websites with consent to receive calls about its products and that its calls were not truly prerecorded under the statute.³ Although Plaintiffs believe that they would prevail on both of these issues, they are nonetheless risks that factored into the settlement.

Even if the class were certified, Plaintiffs would still face substantial obstacles regarding Assurance's vicarious liability for the conduct of its vendors. The Supreme Court in *Campbell-Ewald Co. v. Gomez*, 136 S. Ct. 663 (2016), held traditional agency and vicarious liability principles are required in order to be found liable under the TCPA. However, Assurance did not physically initiate all of the calls at issue, which would make such a finding more difficult. In fact, other district courts have entered summary judgment in favor of TCPA defendants in such a situation. *See Klein v. Just Energy Grp., Inc.*, No. 14-1050, 2016 U.S. Dist. LEXIS 84447, at *43 (W.D. Pa. June 29, 2016) ("In sum, the evidence adduced in this case is not sufficient to support a finding by a reasonable jury that Collectcents was acting as an agent (whether under actual authority, apparent authority or ratification theories) for any of the Just Energy Defendants in making any of the calls.").

Further, even if the class were to prevail at trial, any substantial award could be thrown out or reduced on due process grounds. *See, e.g., Wakefield v. ViSalus, Inc.*, 51 F.4th 1109, 1123-25 (9th Cir. 2022) (reversing and remanding the district court's rejection of the defendant's constitutional challenge to the TCPA class damages award so that the district court could assess

³ *See Assurance IQ, LLC Petition for Expedited Declaratory Ruling Regarding the Application of 47 U.S.C. § 227(b)(1) of the Telephone Consumer Protection Act*, CG Docket No. 02-278 (May 12, 2020), available at <https://www.fcc.gov/ecfs/document/10512089842790/1> (last visited May 30, 2024).

any potential due process implications); *Aliano v. Joe Caputo & Sons - Algonquin, Inc.*, 2011 U.S. Dist. LEXIS 48323, *13 (N.D. Ill. May 5, 2011) (“the Court cannot fathom how the minimum statutory damages award for willful FACTA violations in this case—between \$100 and \$1,000 per violation—would not violate Defendant’s due process rights Such an award, although authorized by statute, would be shocking, grossly excessive, and punitive in nature.”). Furthermore, class certification is far from automatic in TCPA cases. *Compare Tomeo v. CitiGroup, Inc.*, No. 13 C 4046, 2018 WL 4627386, at *1 (N.D. Ill. Sept. 27, 2018) (denying class certification in TCPA case after nearly five years of hard-fought discovery and litigation); *Jamison v. First Credit Servs.*, 290 F.R.D. 92, 107 (N.D. Ill. 2013) (finding issues of consent to predominate in TCPA action), and *Balschmitter v. TD Auto Fin. LLC*, 303 F.R.D. 508, 527 (E.D. Wis. 2014) (same), with *Saf-T-Gard Int’l v. Vanguard Energy Servs.*, No. 12-3671, 2012 WL 6106714 (N.D. Ill. Dec. 6, 2012) (certifying a TCPA class and finding consent not individualized), and *Birchmeier v. Caribbean Cruise Line, Inc.*, 302 F.R.D. 240, 253 (N.D. Ill. 2014) (same).

In fact, one of the firms appointed Class Counsel in this matter was involved in one of the only TCPA class actions to go through trial. The amount of work done after class certification and through trial that would have resulted here is indicated in the work done in that case. *See Krakauer v. Dish Network, L.L.C.*, No. 1:14-CV-333 (M.D.N.C. 2017) (more than 45 motions after a class certification decision through the time of trial). That case remained on appeal for more than three years after the initial trial was completed.

Moreover, class actions are inherently risky in general. For example, in another case Class Counsel was involved in, the class was decertified two years after certification, and after notice had been sent to the Class, which resulted in Class Counsel incurring hundreds of thousands of dollars in notice costs, plus the additional cost to send notice of the decertification. *See Johnson*

v. Yahoo!, Inc., No. 14 CV 2028, 2018 WL 835339, at *4 (N.D. Ill. Feb. 13, 2018) (order decertifying class after notice). Similarly, in *Braver v. Northstar*, 17-cv-00383-F (D. Okla. 2020), a co-defendant filed for bankruptcy after class certification, notice to class.

What is certain is that any decision granting certification absent settlement would be subjected to the cost, delay, and the uncertainty of an appellate challenge, before the class could proceed to trial, and an appeal from any verdict or judgment in favor of the class would likewise follow. If a class could not be certified here, it would leave few, if any, class members with both the resources and financial incentive to chase a maximum \$500 award for each alleged statutory violation on their own, with the practical result of no recovery by anyone. *See Carnegie v. Household Int'l, Inc.*, 376 F.3d 656, 661 (7th Cir. 2004) (“The *realistic* alternative to a class action is not 17 million individual suits, but zero individual suits, as only a lunatic or a fanatic sues for \$30.”) (emphasis in original).

In short, continuing to litigate this action would have proved lengthy, complex, and expensive, thereby delaying (and potentially dissipating) any benefits that might have been obtainable. Rather than embarking on potentially years of additional protracted and uncertain litigation, Plaintiffs and their counsel negotiated a settlement that provides immediate, certain, and meaningful relief to all Settlement Class Members. Accordingly, this factor weighs in favor of the requested fees and service award. *See City of Chi. v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990); *see also Borcea v. Carnival Corp.*, 238 F.R.D. 664, 674 (S.D. Fla. 2006) (noting “[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush”).

Finally, the fee request is explicitly spelled out in the Class Notice. *See* at 1, attached as *App. 6* (advising of “request by the Settlement Class Counsel for up to \$8,795,000” in fees); *Web Notice* § 11, attached as *App. 7* (“Class Counsel will petition the Court to receive a Fees, Costs,

and Expenses Award up to \$8,795,000, which is 40% of the fund plus reasonable expenses”). Since this Motion is being filed with the issuance of the notice to the Settlement Class, Settlement Class members have not yet had a chance to review it. Class Counsel will address any objections raised to this Motion when moving for Final Approval.

In sum, numerous factors demonstrate the proposed fee award should be approved.

B. The Expenses Incurred Are Reasonable and Should Be Approved.

As permitted by the Settlement, Class Counsel also seek \$44,528.70 in out-of-pocket litigation expenses consisting of court filing fees, mediation fees and travel costs, all of which are recoverable. *See App. 2* at ¶ 26 (Keogh Decl. itemizing expenses); *App. 4*, Paronich Dec. at ¶ 12; *App. 3*, Radbil Dec. at ¶ 12-13; *App. 5*, Strauss Dec. at ¶ 12. Thus, the requested expenses are common and reasonable. *See Alvarado v. Nederend*, No. 1:08-cv-01099 OWW DLB, 2011 WL 1883188 at *10 (E.D. Cal. May 17, 2011) (“filing fees, mediator fees [], ground transportation . . . are routinely reimbursed in these types of cases”). Accordingly, the expenses should be approved.

C. The Class Representatives’ Service Awards Should Be Approved.

Like the proposed fee and expense award, there is no clear sailing or other agreement with Assurance on the service awards. Instead, the Settlement provides Plaintiffs will petition the Court for a service award. As such, Settlement Class Members will be given notice that Plaintiffs will each request \$5,000.00 for their service to the class. *See App. 6* pg. 2 (Mail Notice); *App. 7* § 12 (Web Notice). Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class (who likely would recover nothing but for the plaintiff’s enforcement of the law on their behalf). *See Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (recognizing that “because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in

the suit”); *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 722-23 (7th Cir. 2001) (“Incentive awards are justified when necessary to induce individuals to become named representatives.”).

Plaintiffs’ role in this litigation was crucial. Though no award of any sort was promised to Plaintiffs prior to the filing of this case or any time thereafter, they nevertheless sacrificed their time to prosecute this case on behalf of the millions of individuals who received Assurance’s prerecorded robocalls, exhibiting a willingness to participate in and undertake the responsibilities and risks attendant with bringing a class action. *Appendix 2* ¶ 28 (Keogh Decl.). Plaintiffs assisted their attorneys in investigating the Settlement Class’s claims, provided information to their attorneys to aid in preparing the initial pleadings, reviewed and approved complaints prior to filing, repeatedly searched for and obtained information and documents for various purposes and took time to discuss the settlement offers for the class in mediation. *Id.* ¶ 29. In addition, Plaintiffs consulted with Class Counsel, stayed abreast of the proceedings and settlement negotiations, and reviewed and approved the Settlement Agreement that led to the resolution of this case. *Id.* Because the substantial benefits that Settlement Class Members stand to receive under the Settlement would not exist without Plaintiffs’ contributions and efforts throughout the litigation, Class Counsel submits that the requested service awards are reasonable and appropriate.

Moreover, the \$5,000 service award sought for each Plaintiff here is comparable to, or less than, the service awards approved in consumer class actions in Illinois, including those brought under the TCPA. *See, e.g., Rapai v. Hyatt Corp.*, No. 2017-CH-14483 (Cir. Ct. Cook Cnty. Jan. 26, 2022) (awarding \$12,500 service award to Biometric Information Privacy Act (“BIPA”) class representative); *Heidelberg v. Forman Mills Inc.*, No. 2020-CH-4079 (Cir. Ct. Cook Cnty. Aug. 22, 2023) (Chupack, J.) (awarding \$10,000 service award to BIPA class representative); *Dixon v. Wash. & Jane Smith Cmty.*, No. 1:17-cv-08033 (N.D. Ill. Aug. 20, 2019), ECF No. 103 (same);

Prelipceanu, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Zhirovetskiy*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *Roach v. Walmart Inc.*, No. 2019-CH-01107 (Cir. Ct. Cook Cnty. June 16, 2021) (same); *Marquez v. Bobak Sausage Co.*, No. 2020-CH-4259 (Cir. Ct. Cook Cnty. Aug. 21, 2023) (awarding \$7,500 service award to BIPA class representative); *Allen v. JPMorgan Chase Bank, NA*, No. 13-8285, ECF No. 93 (N.D. Ill. Oct. 21, 2015) (approving \$25,000 service award in TCPA class settlement); *Desai v. ADT Security Servs., Inc.*, No. 11-1925, ECF No. 243 ¶ 20 (N.D. Ill. Feb. 27, 2013) (awarding \$30,000 service awards in TCPA class settlement); *Ikuseghan v. Multicare Health Sys.*, No. C14-5539 BHS, 2016 WL 4363198, at *3 (W.D. Wash. Aug. 16, 2016) (finding service award of \$15,000 to be reasonable); *Hageman v. AT & T Mobility LLC*, 2015 WL 9855925, at *4 (D. Mont. Feb. 11, 2015) (approving \$20,000 service award in TCPA class settlement); *Cook*, 142 F.3d at 1016 (affirming \$25,000 service award to plaintiff); *Heekin v. Anthem, Inc.*, No. 05-01908, 2012 WL 5878032, at *1 (S.D. Ind. Nov. 20, 2012) (approving \$25,000 service award to lead class plaintiff over objection); *Will v. Gen. Dynamics Corp.*, No. 06-698, 2010 WL 4818174, *4 (S.D. Ill. Nov. 22, 2010) (awarding \$25,000 each to three named plaintiffs); *Benzion v. Vivint, Inc.*, No. 12-61826, DE 201 (S.D. Fla. Feb. 23, 2015) (awarding \$20,000 service award in TCPA class settlement).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order approving the proposed attorneys' fee award of 40% of the \$21,875,000 common fund, which equals \$8,750,000 to Keogh Law, Ltd., Greenwald Davidson Radbil PLLC, Paronich Law, P.C. and Turke & Strauss LLP; \$44,528.70 for Class Counsel's litigation expenses; and \$5,000 for service awards for each Plaintiff totaling \$20,000.

Dated: June 5, 2024

Respectfully submitted,

s/ Keith J. Keogh

One of the Attorneys for Plaintiffs and the Class

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CERTIFICATE OF SERVICE

I hereby certify that, on June 5, 2024, I caused a copy of the foregoing *Plaintiffs' Motion for Award of Attorneys' Fees, Expenses, and Class Representative Service Awards*, to be served upon the following counsel of record via electronic filing using the CM/ECF system.

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APPENDIX 1

CLASS ACTION SETTLEMENT AGREEMENT

Jonathan Smith, Joseph Rogers, Taylor Armiger and Ramsey Gardner (“Plaintiffs”) and Assurance IQ, LLC (“Assurance” or “Defendant”) enter into this arm’s-length class action settlement agreement (“Agreement”).

1. Recitals:

- 1.1. Plaintiffs each filed a class action complaint against Defendant and have been added as plaintiffs in *Woodard, et. al. v. Assurance, IQ, LLC*, No. 2023-CH-092252 (Cook County, Illinois) (the “Lawsuit”), through which Plaintiffs assert that Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227.
- 1.2. Following two mediations before Robert A. Meyer, and after months of arms-length negotiations, Plaintiffs and Defendant reached a settlement to resolve certain claims that Plaintiffs and members of the settlement class defined below assert against Defendant.
- 1.3. Defendant denies the material allegations included in the Lawsuit. For purposes of settlement only, the parties agree to certification of a settlement class.
- 1.4. Plaintiffs and Defendant now intend to settle and finally resolve all claims Plaintiffs assert through the Lawsuit.
- 1.5. Aware of the substantial expense, delay, and inherent risk associated with litigation, Plaintiffs and their counsel recognize that in light of the recovery that results from the settlement memorialized by this Agreement, continued litigation is not in the best interest of members of the settlement class defined below.
- 1.6. Also aware of the substantial expense, delay, and inherent risk associated with litigation, Defendant intends to enter into the settlement memorialized by this Agreement.
- 1.7. Plaintiffs and their counsel believe that the settlement memorialized by this Agreement is fair, adequate, and reasonable.
- 1.8. Plaintiffs and Defendant agree to undertake all steps necessary to secure the Court’s approval of the settlement memorialized by this Agreement.
- 1.9. This Agreement is not to be construed as an admission or concession by Plaintiffs that there is any infirmity in the claims they assert through the Lawsuit.
- 1.10. The settlement memorialized by this Agreement is not to be construed as an admission or concession by Defendant regarding liability, and Defendant denies any liability and denies that it violated the TCPA.

2. Definitions:

- 2.1. “Approved Claim Form” means a claim form that a Settlement Class Member timely submits, and that the Claims Administrator approves for payment.
- 2.2. “Claims Administrator,” subject to the Court’s approval, means a company selected by Class Counsel following a competitive bidding process.
- 2.3. “Claim Form” means the form that Settlement Class Members must submit to obtain a monetary recovery in connection with the settlement memorialized by this Agreement.
- 2.4. “Class Counsel” means Greenwald Davidson Radbil PLLC, Keogh Law, Ltd, Turke & Strauss LLP, and Paronich Law, P.C.
- 2.5. “Class Notice” means the notice that the Court approves in a form substantially similar to Exhibit 1 to this Agreement, which includes a postcard notice with detachable claim form, and a question-and-answer notice to appear on the dedicated settlement website attached as Exhibit 2.
- 2.6. “Fairness Hearing” means the hearing at which the Court considers the fairness, adequacy, and reasonableness of the settlement memorialized by this Agreement.
- 2.7. “Finality Date” means the date after which the Court enters a final order and judgment and the time to appeal the final order and judgment expires without appeal, or any appeal is dismissed, or the final order and judgment is affirmed and not subject to review by any court.
- 2.8. “Final Order and Judgment” means the final order and judgment that the Court enters in a form substantially similar to Exhibit 3 to this Agreement.
- 2.9. “Order Preliminarily Approving the Settlement” means the order, in a form substantially similar to Exhibit 4 of this Agreement, preliminarily approving the settlement memorialized by this Agreement and authorizing the dissemination of class notice.
- 2.10. “Preliminary Approval Date” means the date the Court enters the Order Preliminarily Approving the Settlement.
- 2.11. “Released Parties” means Assurance IQ, LLC, its respective parents, subsidiaries, corporate affiliates, vendors, contracting parties, any third-party related to calls alleged in the Lawsuit, and all of its and their past and present officers, directors, members, shareholders, employees, insurers, assigns, heirs, executors, personal representatives, administrators, predecessors and successors, agents, advertising networks and affiliates;

- 2.12. “Released Claims” means all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and/or causes of action related to communications, through the Preliminary Approval Date, from Assurance or its agents promoting Assurance’s goods or services including but not limited to the TCPA and state law analogs.
- 2.13 “Releasers” means Plaintiffs and every Settlement Class Member who does not timely and validly opt out of the Settlement Class.
- 2.14 “Settlement” means the settlement memorialized by this Agreement.
- 2.15 “Settlement Class” means the class that the Court certifies for settlement purposes, the definition of which the parties propose as:

All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC’s records show a wrong number/WN and/or do not call/DNC designation, and for which the parties’ reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through the date the court preliminarily approves the parties’ class action settlement.

- 2.16 “Settlement Class Members” mean all members of the Settlement Class.
- 2.17 “Settlement Fund” means the non-reversionary common fund in the amount of \$21,875,000 that Defendant will establish in part within fifteen days following the Preliminary Approval Date.

3. Jurisdiction:

- 3.1. The parties agree that the Court has, and will continue to have, jurisdiction to issue any order necessary to effectuate, consummate, and enforce the terms of the Settlement, to approve attorneys’ fees, costs, expenses, and an incentive award, and to supervise the administration and distribution of proceeds associated with the Settlement.

4. Certification:

- 4.1. Plaintiffs and Defendant agree to certification of the Settlement Class for settlement purposes only.
- 4.2 Defendant asserts there are approximately 3,150,628 unique telephone numbers that fall within the settlement class definition.
- 4.3 To the extent Defendant identifies additional unique telephone numbers above and beyond 3,402,678 telephone numbers—that is, above and beyond the 3,150,628

telephone numbers plus 8% (or 252,050)—that fall within the settlement class definition, Defendant shall have the option to include those numbers in the settlement by paying an additional \$6.94¹ for each such unique telephone number above and beyond the 3,402,678 figure.

5. Preliminary Approval:

- 5.1. Plaintiffs will file a motion to preliminarily approve the Settlement.
- 5.2. Through their motion to preliminarily approve the Settlement, Plaintiffs will request that:
 - a. The Court preliminarily certify the Settlement Class for settlement purposes only, appoint Plaintiffs as the representatives for the Settlement Class, and appoint Class Counsel as counsel for the Settlement Class;
 - b. The Court preliminarily approve the Settlement as fair, reasonable, and adequate, and within the reasonable range of possible final approval;
 - c. The Court approve the Class Notice and find that the proposed notice plan constitutes the best notice practicable under the circumstances, and that it satisfies due process;
 - d. The Court set the date and time for the Fairness Hearing; and
 - e. The Court set the deadline for Settlement Class Members to file Claim Forms and to submit exclusions and objections to the Settlement.
- 5.3. Neither Plaintiffs nor Defendant will take any action inconsistent with Plaintiffs' motion to preliminarily approve the Settlement.

6. Notice to Members of the Settlement Class:

- 6.1. Defendant is responsible for providing the Claims Administrator with the unique telephone numbers that fall within the settlement class definition, together with current names and mailing addresses associated with the telephone numbers, for purposes of delivering class notice, within ten days of the Preliminary Approval Date. Defendant will obtain this information from a third-party and is not liable for or responsible for any incorrect information.
- 6.2. The Claims Administrator will pay a third party jointly agreed upon by Plaintiffs and Defendant up to \$500,000 from the Settlement Fund to complete the work required in

¹ This value is calculated by dividing the full common fund (\$21,875,000) by the estimated approximate number of affected telephone numbers (3,150,628).

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subparagraph 6.1, but Defendant will be responsible for any cost over \$500,000 to complete the work required in subparagraph 6.1.

- 6.3. The Claims Administrator will be responsible for all matters relating to the administration of the Settlement. The Claims Administrator's responsibilities will include, but will not be limited to:
- a. Disseminating notice to potential Settlement Class Members;
 - b. Sending direct mail notice by postcard, with a detachable Claim Form, to potential Settlement Class Members, where possible;
 - c. Establishing both a dedicated website through which Settlement Class Members can submit claims and a toll-free telephone number for informational purposes;
 - d. Fielding inquiries about the Settlement;
 - e. Processing settlement claims;
 - f. Acting as a liaison between Settlement Class Members, Class Counsel, and counsel for Defendant;
 - g. Approving settlement claims, and rejecting settlement claims where there is evidence of fraud;
 - h. Directing the mailing of settlement checks and any electronic payments to Settlement Class Members; and
 - i. Performing any other tasks reasonably required of it.
- 6.4. The addresses of potential Settlement Class Members obtained by the Claims Administrator will be subject to confirmation or updating as follows:
- a. The Claims Administrator will check each address obtained against the United States Post Office National Change of Address Database;
 - b. The Claims Administrator may conduct a reasonable search to locate an updated address for any potential Settlement Class Member whose notice is returned as undeliverable;
 - c. The Claims Administrator will update addresses based on any forwarding information received from the United States Post Office; and
 - d. The Claims Administrator will update addresses based on any requests received from Settlement Class Members.

- 6.5. The Claims Administrator will provide weekly updates to Class Counsel and counsel for Defendant regarding the status of its administration.
- 6.6. Not later than thirty days following the Preliminary Approval Date, the Claims Administrator will mail the Class Notice and a Claim Form to potential Settlement Class Members, where possible;
- 6.7. The postcard the Claims Administrator uses to mail the Class Notice and Claim Form to potential Settlement Class Members must include a notation requesting address correction.
- 6.8. If any Class Notice is returned with a new address, the Claims Administrator must resend the Class Notice and a Claim Form to the new address.
- 6.9. Defendant is responsible for any amounts due to the Claims Administrator prior to the date on which the Settlement Fund is established and funded.
- 6.10. Defendant will be entitled to an offset for any payments it makes to the Claims Administrator prior to the date on which the Settlement Fund is established and funded, from the Settlement Fund once it is established and funded.

7. Settlement Website:

- 7.1. Not later than fourteen days following the Preliminary Approval Date, the Claims Administrator will build and maintain a dedicated website that includes the ability to make online claims and exclusions as well as downloadable information and documents necessary to submit claims.
- 7.2. At a minimum, the downloadable information and documents must include, when available, this Agreement, the Class Notice, a Claim Form, Plaintiffs' petition for attorneys' fees, expenses, and costs, the Order Preliminarily Approving the Settlement, Plaintiffs' amended class action complaint, and the Final Order and Judgment.
- 7.3. The Settlement Website domain will be www.AssuranceTCPAsettlement.com, or something similar.

8. Final Approval:

- 8.1. At least fourteen days prior to the Fairness Hearing, the Class Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms, and state the number of claims, objections, and exclusions, if any.
- 8.2. Prior to the Fairness Hearing, Plaintiffs will file a motion to finally approve the Settlement.

- 8.3. Neither Plaintiffs nor Defendant will take any action inconsistent with Plaintiffs' motion to finally approve the Settlement.

9. Consideration:

- 9.1. Within fifteen days of the Preliminary Approval Date, Defendant will pay \$3,000,000 of the Settlement Fund to the Claims Administrator. The Settlement Fund will be held by the Claims Administrator. The remainder of the Settlement Fund will be paid to the Claims Administrator within fifteen days of Final Approval.
- 9.2. Paid from the Settlement Fund will be:
- a. Compensation to Settlement Class Members who timely submit a valid Claim Form;
 - b. All costs, fees and any other charges invoiced by the Claims Administrator, including the cost of notice to potential Settlement Class Members, and claims administration for the Settlement Class;
 - c. Litigation costs and expenses associated with the Settlement Class, for which Class Counsel will petition the Court;
 - d. Reasonable attorneys' fees, calculated as a percentage of the Settlement Fund, for which Class Counsel will petition the Court; and
 - e. An incentive award to Plaintiffs, for which Plaintiffs will petition the Court.
- 9.3. Each Settlement Class Member who submits an Approved Claim Form, which provides his or her name, address, and telephone number, either online no later than seventy-five days after the Preliminary Approval Date, or by U.S. Mail with a postmark of no later than seventy-five days after the Preliminary Approval Date, will be entitled to a *pro rata* share of the non-reversionary Settlement Fund after deducting:
- a. Costs and expenses of administering the Settlement;
 - b. Class Counsel's attorneys' fees and reasonable expenses, subject to the Court's approval;
 - c. Plaintiffs' incentive awards subject to the Court's approval.
- 9.4. A Settlement Class Member may submit only one claim, regardless of how many times Defendant called the Settlement Class Member.
- 9.5. Each settlement check issued to a Settlement Class Member will be negotiable for one-hundred-twenty days after it is issued.

- 9.6. Any funds not ultimately paid out as the result of uncashed settlement checks will be paid out as a *cy pres* award to be agreed upon by the parties prior to preliminary approval, subject to the Court’s approval or by the Court if the parties cannot agree.

10. Exclusions:

- 10.1. Any Settlement Class Member who wishes to exclude himself or herself from the Settlement must mail a written request for exclusion to the Class Administrator, postmarked no more than seventy-five days after the Preliminary Approval Date.
- 10.2. Through his or her request for exclusion, and subject to the Court’s approval, a member of the Settlement Class must include his or her:
- a. Full name;
 - b. Address;
 - c. Telephone number called by Defendant; and
 - d. A statement that he or she wishes to be excluded from the Settlement.
- 10.3. Any Settlement Class Member who submits a valid and timely request for exclusion will neither be bound by the terms of this Agreement, nor receive any of the benefits of the Settlement.
- 10.4. The Claims Administrator will provide a list of the names of each Settlement Class Member who submitted a valid and timely request for exclusion to Class Counsel and counsel for Defendant within ten days after the deadline for exclusions.
- 10.5. Settlement Class Members may exclude themselves on an individual basis only.
- 10.6. “Mass” or “class” exclusions submitted by third parties on behalf of a “mass” or “class” of Settlement Class Members, or multiple Settlement Class Members, are not allowed.
- 10.7. Requests for exclusion received by Class Counsel or counsel for Defendant, but not by the Claims Administrator, will still be treated as valid if they otherwise meet the requirements of a request for exclusion as set forth herein.
- 10.8. Right to Terminate. Notwithstanding anything else in this Agreement, if more than 10% of persons meeting the definition of Settlement Class Members submit a valid and timely request for exclusion, Defendant shall have the unilateral option to terminate this Agreement at its sole discretion, and this Agreement shall be null and void and this settlement of no force and effect. If Defendant so elects, it shall give notice of such termination in writing to Settlement Class Counsel no later than 10 business days after receiving the list of persons who have requested exclusion from the Settlement Class as described above. If Defendant terminates this Agreement, Defendant shall be

obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator for work performed in connection with this Agreement.

11. Objections:

- 11.1. Any Settlement Class Member who wishes to object to the Settlement must mail a written notice of objection to the Class Administrator, Class Counsel, counsel for Defendant, and to the Court, postmarked no more than seventy-five days after the Preliminary Approval Date.
- 11.2. Through his or her notice of objection, and subject to the Court’s approval, a Settlement Class Member must include his or her:
 - a. Full name;
 - b. Address;
 - c. Telephone number called by Defendant to demonstrate that the objector is a member of the Settlement Class;
 - d. A statement of the objection;
 - e. A description of the facts underlying the objection;
 - f. A description of the legal authorities that support each objection;
 - g. A statement noting whether the objector intends to appear at the Fairness Hearing;
 - h. A list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony; and
 - i. A list of exhibits that the objector intends to present at the Fairness Hearing.
- 11.3. Settlement Class Members who do not submit a valid and timely objection will be barred from seeking review of the Settlement by appeal, or otherwise.
- 11.4. If a Settlement Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection) and will be excluded from the Settlement

12. Release:

- 12.1. Upon the Court’s entry of the Final Order and Judgment, Releasors will release and forever discharge the Released Parties from the Released Claims.

- 12.2 Plaintiffs and Releasors agree and covenant, and each Releasor will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

13. Exclusive Remedy:

- 13.1. The relief included in this Agreement is the exclusive remedy of recovery for the Released Claims.

14. Attorneys' Fees, Costs, Expenses, and Incentive Award:

- 14.1. Class Counsel will submit to the Court a request for attorneys' fees to be paid from the Settlement Fund.
- 14.2. Class Counsel will submit to the Court a request for reimbursement of reasonable litigation costs and expenses to be paid from the Settlement Fund.
- 14.3. Plaintiffs will submit to the Court a request for an incentive award for each named plaintiff to be paid from the Settlement Fund.
- 14.4. The Court's order regarding Class Counsel's request for attorneys' fees, costs, and expenses, and Plaintiffs' request for incentive awards, will not affect the finality of the Settlement.
- 14.5. In the event that the Court declines Class Counsel's request for attorneys' fees, costs, and expenses, or Plaintiffs' request for incentive awards, or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the parties.

15. No Admission of Liability:

- 15.1. This Agreement does not constitute an admission by Defendant that Plaintiffs' claims or allegations are true or correct.

16. Representations and Warranty:

- 16.1. Class Counsel believes that the Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class Members.
- 16.2. Plaintiffs warrant that on the date this Agreement is executed, they own the claims that they assert in connection with this matter, and that they have not assigned, pledged, sold or otherwise transferred their claims (or an interest in such claims), and that on the Finality Date Plaintiffs will own their claims free and clear of any and all liens, claims, charges, security interests or other encumbrances of any nature whatsoever, except for any contingent legal fees and expenses.

17. Appeals:

- 17.1. If a Settlement Class Member appeals the Final Order and Judgment, Plaintiffs and Defendant agree to support the Settlement on appeal.
- 17.2. Nothing contained in this Agreement is intended to preclude Plaintiffs, Defendant, or Class Counsel from appealing any order inconsistent with this Agreement.

18. Distribution of the Settlement Fund:

- 18.1. Within thirty days of the Finality Date, the Claims Administrator will mail a settlement check or send electronic payment if selected to each Settlement Class Member who submitted an Approved Claim Form.
- 18.2. Within five days of the Finality Date, the Claims Administrator will pay to Plaintiffs from the Settlement Fund any incentive awards approved by the Court.
- 18.3. Within five days of the Finality Date, the Claims Administrator will pay to Class Counsel from the Settlement Fund any attorneys' fees, costs, and expenses approved by the Court.
- 18.4. If any money remains in the Settlement Fund after the date that all initial settlement checks are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), and if the amount that remains is sufficient to issue second checks of at least \$5.00 to each Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a distribution, the Claims Administrator will mail a second settlement check, calculated on a *pro rata* basis considering the remaining amount of the non-reversionary Settlement Fund, to each Settlement Class Member who cashed an initial settlement check.
- 18.5. If any money remains in the Settlement Fund after the date that all settlement checks (*i.e.*, initial settlement checks, and if applicable, second settlement checks), are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), this amount will be paid to the *cy pres* recipient or recipients approved by the Court.

19. Taxes:

- 19.1. Plaintiffs and Defendant agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Claims Administrator will timely make elections as necessary or advisable to carry out required duties including, if necessary, the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. These elections will be made in compliance with the procedures and requirements contained in applicable Treasury Regulations promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended

(the “Code”). It is the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

- 19.2. For the purpose of Section 1.468B of the Code and the Treasury Regulations thereunder, the Claims Administrator will be designated as the “administrator” of the Settlement Fund. The Claims Administrator will cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). These returns will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund are to be paid out of the Settlement Fund.
- 19.3. All taxes arising in connection with income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes will be paid by the Claims Administrator from the Settlement Fund.
- 19.4. Any person or entity that receives a distribution from the Settlement Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. These taxes and tax-related expenses will not be paid from the Settlement Fund.

20. Dismissals:

- 20.1. Plaintiffs and Defendant stipulate that, within five days of execution of this Agreement, all proceedings in connection with these matters: (*Jonathan Smith v. Assurance IQ, LLC, d/b/a Mortgage.net*, (No. 2:22-cv-01732-GMS (D. Az.); *Joseph Rogers, et al. v. Assurance IQ, LLC*, No. 2:21-cv-00832-TL (W.D. Wash.); *Gardner v. Assurance IQ, LLC*, No. 23-cv-3665 (N.D. Ill.) will file stipulations of dismissal without prejudice. Within five days of execution of this Agreement, Woodard and Corwin will be dismissed from this Lawsuit. Solely to facilitate approval of the Settlement, and as part of the Settlement, Defendant hereby waives any statute of limitations defense, personal jurisdiction defense, venue objection, or other defense or objection it might have against Plaintiffs or any Settlement Class Member in the event the Settlement is not granted Final Approval.
- 20.2. The dismissals will not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve preliminary and final approval of the Settlement.

21. Miscellaneous Provisions:

- 21.1. This Agreement is the entire agreement between Plaintiffs and Defendant. All antecedent and contemporaneous extrinsic representations, warranties, or collateral

provisions concerning the negotiation and preparation of this Agreement are intended to be discharged and nullified.

- 21.2. Neither Plaintiffs nor Defendant may modify this Agreement, except by a writing that Plaintiffs and Defendant execute and that the Court approves.
- 21.3. All notices required by this Agreement, between Plaintiffs, Defendant, Class Counsel, and counsel for Defendant, must be sent by first class U.S. mail, by hand delivery, or by electronic mail, to:

Keith J. Keogh
Keogh Law Ltd.
55 W. Monroe
Ste. 3390
Chicago, Il. 60603
keith@keoghlaw.com

(counsel for Plaintiffs and the Settlement Class)

Mark A. Silver
Dentons US LLP
303 Peachtree Street, NE, Suite 5300
Atlanta, GA 30308
mark.silver@dentons.com

(counsel for Defendant)

- 21.4. Section headings in this Agreement are for convenience and reference only and are not to be taken to be a part of the provisions of this Agreement, and do not control or affect meanings, constructions or the provisions of this Agreement.
- 21.5. Plaintiffs and Defendant will exercise their best efforts, take all steps, and expend all efforts that may become necessary to effectuate this Agreement.
- 21.6. Plaintiffs and Defendant drafted this Agreement equally, and it should not be construed strictly against Plaintiffs or Defendant.
- 21.7. This Agreement binds successors and assigns of the parties.
- 21.8. Plaintiffs, Defendant, Class Counsel, and counsel for Defendant, may sign this Agreement in counterparts, and by electronic signature, and the separate signature pages may be combined to create a binding document, which constitutes one instrument.

22. Termination:

- 22.1. Only after attempting good-faith negotiations to resolve issues related to the Settlement, either party has the right to unilaterally terminate this Agreement by providing written notice to the other party within ten days of any of the following occurrences:
- a. The Court rejects or declines to preliminarily or finally approve this Agreement, after all reasonable efforts are made to obtain preliminary or final approval;
 - b. A higher court reverses the Final Approval Order, and this Agreement is not reinstated by the Court on remand without material change or change agreed to by the parties; or
 - c. The Finality Date does not occur.
- 22.2 If either Plaintiffs or Defendant terminate this Agreement as provided herein, the Agreement will be of no force and effect and the parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to Defendant.

23. Survival:

- 23.1. The Settlement will be unaffected by any subsequent change in law regarding the TCPA, its interpretation, and its application, whether from Congress, the Federal Communications Commission, any other agency, courts, or otherwise.

24. Dismissal:

- 24.1 The Final Order and Judgment submitted to the Court will include a provision dismissing this Lawsuit with prejudice.

25. Signatures:

- 25.1. Signatures appear on the following page.

Class Action Settlement Agreement – Assurance IQ, LLC TCPA Litigation

Jonathan Smith

Date

Jonathan Smith
Jonathan Smith (Dec 28, 2023 11:15 MST)

28/12/2023

Joseph Rogers

Date

Joseph Rogers

12 / 26 / 2023

Taylor Armiger

Date

Taylor Armiger

12/23/2023

Ramsey Gardner

Date

Assurance IQ, LLC

Date

Class Action Settlement Agreement – Assurance IQ, LLC TCPA Litigation

Jonathan Smith

Date

Joseph Rogers

Date

Joseph Rogers

12 / 26 / 2023

Taylor Armiger


Date

Taylor Armiger

12/23/2023

Ramsey Gardner

Date


Ramsey Gardner (Dec 27, 2023 21:10 CST)

Dec 27, 2023

Assurance IQ, LLC

Date

Class Action Settlement Agreement – Assurance IQ, LLC TCPA Litigation

Jonathan Smith

Date

Joseph Rogers

Date

Taylor Armiger

Date

Ramsey Gardner

Date

Assurance IQ, LLC

Date



12/27/2023

EXHIBIT 1

POSTCARD NOTICES

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A
LAWYER.

All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through the date the court preliminarily approves the parties' class action settlement.

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Circuit Court of Cook County, Chancery Division titled "Smith, et. al. v. Assurance IQ Inc., et. al., Case No. 23-CH-92252" ("Action"). According to available records, you might be a "Settlement Class Member." The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

Assurance IQ TCPA Settlement
Settlement Administrator
c/o **INSERT**

Postal Service: Please do not mark bar code

Claim ID #: «Claim ID»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

First-Class
Mail
US Postage
Paid
Permit #__

What is the Action about?

A number of individuals (the “Plaintiffs”) filed lawsuits against Assurance IQ on behalf of themselves and others similarly situated. Through the lawsuits Plaintiffs assert that Assurance IQ violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by, *inter alia*, placing unsolicited calls to telephone numbers, in connection with which it used an artificial or prerecorded voice, absent consent.

The Court has not decided which side is right. But both sides have agreed to settle the Action and provide certain benefits to Settlement Class Members in order to avoid the costs, risks, and uncertainties of continued litigation.

Am I a Settlement Class Member?

You are a “Settlement Class Member” if you are a person (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC’s records show a WN and/or DNC designation, and for which the parties’ reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 - ____.

What relief does the Settlement provide?

The Settlement provides \$21,875,000 to pay (1) claims of eligible Settlement Class Members; (2) a Fees, Costs, and Expenses Award to Settlement Class Counsel; (3) incentive awards to Plaintiffs; and (4) costs of administration and notice. Class Counsel estimates each participating Class Member’s share of the fund will be approximately between **\$AMOUNT to Amount**. This share may be higher or lower depending on how many Class Members in total elect to participate in the settlement. To receive a payment from the Settlement, you must timely complete and submit a valid Claim Form. A Claim Form is also available at **[INSERT]**. The deadline to submit a Claim Form is [Month] [Day], [Year]. If any money remain after the date that all settlement checks are voided including a second distribution due to uncashed checks, this amount will be paid to the cy pres ____ as the organization closely aligned with the class’s interests subject to approval by the Court.

What are my other options?

If you do not want to be legally bound by the Settlement, you must exclude yourself by [Month] [Day], [Year], or you will not be able to sue Assurance IQ or others involved with the calls at issue about the legal claims in the Action ever again. If you stay in the Settlement, you may object to it by [Month] [Day], [Year]. The detailed notice available at [www.\[xxxx\].com](http://www.[xxxx].com) describes the claims you will be releasing if you do not request exclusion and explains how to request exclusion or to object. The Court will hold a hearing on [Month] [Day], [Year] at [time] to consider whether to approve the Settlement and a request by the Settlement Class Counsel for up to \$ _____ for a Fees, Costs, and Expenses Award, and a request by Plaintiffs for incentive awards of **\$AMOUNT** each for their services as class representatives and their efforts in bringing the Action. You may ask to appear at the hearing, but you don’t have to.

More information?

For complete information about the Settlement, to view the Settlement Agreement and related court documents and to learn more about how to exercise your various options under the Settlement, visit **[INSERT]** or call **[INSERT]**. You may also write to the Settlement Administrator at the email address **[INSERT]**. or the postal address **[INSERT]**.

ASSURANCE IQ TCPA SETTLEMENT CLAIM FORM

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, no later than [Month] [Day], [Year]. If this form is not postmarked or received by this date, you will remain a member of the Settlement Class but will not receive any payment from the Settlement.

Claimant Identification

«Claim ID»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

If you have a new address:

Street Address (Required): _____ City, State and ZIP Code (Required):

Preferred Phone Number: (____) _____ - _____

If you wish to receive electronic payment, check the following box [] and submit a valid e-mail to which electronic payment options will be sent: _____ Email Address (Required):

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge.

Dated: _____ Signature: _____

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Assurance IQ TCPA Settlement
Settlement Administrator
c/o **INSERT**

CLAIM FORM FOR UNKNOWN CLASS MEMBERS

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

ASSURANCE IQ TCPA SETTLEMENT CLAIM FORM

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, no later than [Month] [Day], [Year]. If this form is not postmarked or received by this date, you will remain a member of the Settlement Class but will not receive any payment from the Settlement.

Claimant Identification

Claimant Name (Required): _____

Contact Information

Street Address (Required): _____ City, State and ZIP Code (Required): _____

Preferred Phone Number: (____) _____ – _____ Email Address (Required): _____

Confirmation of Class Membership

Telephone Number(s) at which you received calls related to Assurance IQ: (____) _____ – _____

- This telephone number belonged to me at some point between **October 1, 2018 through preliminary approval date**: Yes ___ No ___

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge as well as the Claims Administrator or the Parties may follow up with additional requests for information.

Dated: _____ Signature: _____

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Assurance IQ TCPA Settlement
Settlement Administrator
c/o **INSERT**

EXHIBIT2
WEBSITE NOTICE

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

**IN THE
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER and RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and all others similarly situated,)	Case No.: 2023-CH-092252
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendants.)	

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC’s records show a WN and/or DNC designation, and for which the parties’ reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through the date the court preliminarily approves the parties’ class action settlement.

IF YOU THINK YOU MAY BE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT MAY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

- A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above, which is pending in the Chancery Division of the Cook County Illinois Court (“Action”). You may be entitled to participate in the proposed Settlement.
- The Chancery Division of the Cook County Illinois Court has ordered the issuance of this notice. Assurance IQ, LLC (“Assurance IQ”) denies it did anything wrong and has defended itself throughout the lawsuit. The Court has not decided who is right. Both sides have agreed to settle the dispute to avoid burdensome and costly litigation.
- If the Court finally approves the Settlement, Assurance IQ will create a fund of \$21,875,000. If you submit a valid Claim Form, you may be eligible to obtain a share of this fund. Class Counsel estimates each participating Class Member’s share of the fund will be approximately between \$**AMOUNT** to **Amount**. Each participating Class Member’s share of the fund may be higher or lower depending on how many Class Members in total elect to participate in the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way to get an award under the Settlement. If you have a Class ID number, you may submit a claim through the settlement website at www..com , or by mailing in your claim form. The Claims Administrator may seek additional information from persons without a Class ID number.	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a share of the Settlement Fund, and you will not release any claims you may have against Assurance IQ. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit regarding the allegations in the Action ever again.	Deadline: [Month] [Day], [Year]
OBJECT	As explained in detail below, you may write to the Court about why you object to (i.e., don't like) the Settlement and think it should not be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: [Month] [Day], [Year]
DO NOTHING	If you do nothing, you will not receive a share of the Settlement Fund, but if you are a Settlement Class Member you will release certain claims you may have against Assurance IQ.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief available to Settlement Class Members will be provided only if the Court finally approves the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION ##

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

5. How do I know if I am part of the Settlement?

6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT ##

7. What relief does the Settlement provide to the Class Members?

HOW TO REQUEST AN AWARD UNDER THE SETTLEMENT – SUBMITTING A CLAIM FORM ##

8. How can I get a Settlement award?

9. When will I get a Settlement award?

THE LAWYERS IN THIS CASE AND THE PLAINTIFF ##

10. Do I have a lawyer in this case?

11. How will the lawyers be paid?

12. Will the Plaintiff receive any compensation for their efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS ##

13. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ##

14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT ##

15. How do I tell the Court that I disagree with the Settlement?

16. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING ##

17. What is the Fairness Hearing?

18. When and where is the Fairness Hearing?

19. May I speak at the hearing?

ADDITIONAL INFORMATION ##

20. How do I get more information?

21. What if my address or other information has changed or changes after I submit a Claim Form?

BACKGROUND INFORMATION

1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action and you may be a Settlement Class Member. If you are a member of the Settlement Class, you may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. What is this lawsuit about?

A number of individuals (the “Plaintiffs”) filed lawsuits against Assurance IQ on behalf of themselves and others similarly situated. Through the lawsuits, Plaintiffs assert that Assurance IQ violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by, *inter alia*, placing unsolicited calls to telephone numbers, in connection with which it used an artificial or prerecorded voice, absent consent.

Assurance IQ denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Assurance IQ further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. Why is this a class action?

In a class action lawsuit, one or more people sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The company sued in this case, Assurance IQ, is called the defendant.

4. Why is there a Settlement?

Plaintiffs have made claims against Assurance IQ. Assurance IQ denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Plaintiffs or Assurance IQ should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through the date the court preliminarily approves the parties' class action settlement.

6. I am still not sure if I am included.

If you are still not sure whether you are included in the Settlement Class, you can write or call the Settlement Administrator for free help. The Settlement Administrator's contact information is below.

Assurance IQ TCPA Settlement
c/o _____
[Address]
[City] [State], [Zip Code]
1-8XX-XXX-XXXX
Email: [xxxx]@[xxxx].com

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Assurance IQ will create a Settlement Fund of \$21,875,000 which will be used to pay the claims of Settlement Class Members, Settlement Class Counsel's Fees, Costs, and Expenses Award (see Section 11 below), Plaintiffs' Incentive Awards (see Section 12 below), and compensation for the Settlement Administrator for providing notice to the Settlement Class and administering the Settlement.

If you are a Settlement Class Member, you are eligible to receive a pro rata share of the Settlement Fund by timely and validly submitting a Claim Form.

HOW TO REQUEST AN AWARD UNDER THE SETTLEMENT – SUBMITTING A CLAIM FORM

8. How can I get a settlement payment?

To qualify for a payment from the settlement, you must send in a Claim Form. A Claim Form is available by clicking [HERE](#) or on the Internet at the website [www.\[xxxx\].com](http://www.[xxxx].com). The Claim Form may be submitted electronically **at [www.](http://www.[xxxx].com)** or by postal mail. Read the instructions carefully, fill out the form, and postmark it by [Month] [Day], [Year] or submit it online on or before 11:59 p.m. (Pacific) on [Month] [Day], [Year].

9. When will I get a settlement payment?

As described in Sections 17 and 18, the Court will hold a hearing on [Month] [Day], [Year] at [time] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at [www.\[xxxx\].com](http://www.[xxxx].com). *Please be patient.*

THE LAWYERS IN THIS CASE AND THE PLAINTIFF

10. Do I have a lawyer in this case?

The Court has ordered that Greenwald Davidson Radbil PLLC, Keogh Law, Ltd, Turke & Strauss LLP, and Paronich Law, P.C. (“Class Counsel”) will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will petition the Court to receive a Fees, Costs, and Expenses Award up to \$XXX(total), which is X% of the fund plus reasonable expenses. The Court will make the final decision as to the amount to be paid to the attorneys for their fees and costs. You will not be required to separately pay any attorneys’ fees or costs to the Settlement Class Counsel.

12. Will the Plaintiffs receive any compensation for their efforts in bringing this Action?

The Plaintiffs will each request an incentive award of \$ [redacted] for their services as class representative and their efforts in bringing the Action and obtaining the settlement benefits for class members. The Court will make the final decision as to the amount to be paid to the Plaintiffs.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, Settlement Class Members will release claims against Assurance IQ and the other entities allegedly involved in the calls at issue unless the Settlement Class Members exclude themselves from the Settlement. This generally means that Settlement Class Members will not be able to file or pursue a lawsuit against Assurance IQ or be part of any other lawsuit against Assurance IQ asserting claims that were or could have been asserted in the Action. The Settlement Agreement, available on the Internet at the website [www.\[xxxx\].com](http://www.[xxxx].com) contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

Settlement Class Members may exclude themselves from the Class and the Settlement by submitting a request for exclusion to the Settlement Administrator electronically (through the

Settlement Website) or by postal mail. If you want to be excluded, you must either complete the Opt-Out Form available on the Settlement Website located at www.[xxxx].com, or write the Settlement Administrator stating: (a) the name and case number of the action – “*Smith, et. al. v. Assurance IQ LLC, 2023-CH-092252 (Cook County)*”; (b) the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) the address, telephone number, and email address (optional) of the Settlement Class Member seeking exclusion; (d) that the requestor does not wish to participate in the Settlement; and (e) including your personal signature. If you are not using the Opt-Out Form on the Settlement Website, the request for exclusion must be sent to the Settlement Administrator at:

Assurance IQ TCPA Settlement
c/o _____
[Address]
[City] [State], [Zip Code]
www.[xxxx].com

Your request for exclusion must be submitted electronically or be postmarked no later than [Month] [Day], [Year] at 11:59 pm (Pacific). If you submit your request for exclusion by postal mail, you are responsible for your postage.

Settlement Class Members who validly and timely request exclusion from the Settlement Class will be excluded from the Settlement Class, will not be bound by the Settlement Agreement or the judgment entered in the Action, will not be eligible to make a Claim for any benefit under the terms of the Settlement Agreement, will not be entitled to submit an objection to the Settlement, and will not be precluded from prosecuting any timely, individual claim against Assurance IQ based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. How do I tell the Court that I disagree with the Settlement?

On [redacted], the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider the attorneys who initiated the Action’s request for a Fees, Costs, and Expenses Award, and incentive payments to the Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must write to the Court and must include: (a) the case name and number – “*Smith, et. al. v. Assurance IQ LLC, 2023-CH-092252 (Cook County)*”; (b) include the full name address and telephone number called by Defendant as well as the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) a description of the facts and legal authorities underlying the objection; (d) a statement noting whether the objector intends to appear at the Fairness Hearing; (e) a list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony; and (f) a list of exhibits that the objector intends to present at the Fairness Hearing.

To have an objection considered, a Settlement Class Member must file an objection with the Court.

Clerk of the Court

Cook County Chancery Division
50 W Washington St # 80
Chicago, IL 60602

Objections must also be mailed to the addresses below and postmarked or received no later than [75 days after Preliminary Approval Date].

For Plaintiff:

Keith J. Keogh
Keogh Law, Ltd.
55 West Monroe St.
Ste. 3390
Chicago, Illinois 60603

For Assurance:

Mark A. Silver
Dentons US LLP
303 Peachtree Street, NE, Suite 5300
Atlanta, GA 30308

The objection must be submitted electronically or be postmarked no later than [Month] [Day], [Year] at 11:59 pm (Central).

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

SETTLEMENT CLASS MEMBERS WHO DO NOT TIMELY MAKE AN OBJECTION WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

Settlement Class Members who submit a written objection have the option to appear and request to be heard at the Fairness Hearing, either in person or through personal counsel. You are not required, however, to appear. However, if you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear." Only Settlement Class Members who submit timely objections including Notices of Intention to Appear may speak at the Fairness Hearing. If you make an objection through an attorney, you will be responsible for your attorney's fees and costs.

16. What is the difference between excluding myself and objecting to the Settlement?

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

FAIRNESS HEARING

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court

to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Fees, Costs, and Expenses Award to the attorneys who initiated the Action; and to consider the request for incentive awards by to the Plaintiffs.

18. When and where is the Fairness Hearing?

On [Month] [Day], [Year] at [time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable **INSERT**, Cook County Chancery Division, 50 W Washington St # 80, Chicago, IL 60602 on [Month] [Day], [Year], at ___ am/pm. The hearing may be postponed to a different date or time or location without notice. Please check [www.\[xxxx\].com](http://www.[xxxx].com) for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

19. May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear. If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

ADDITIONAL INFORMATION

20. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the application for a Fees, Costs, and Expenses Award, and the operative Complaint filed in the Action, please visit the Settlement Website located at: [www.\[xxxx\].com](http://www.[xxxx].com). Alternatively, you may contact the Settlement Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the U.S. postal (mailing) address: [Address] [City], [State], [Zip Code]. You may also obtain information by calling 1-8XX-XXX-XXXX.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit the Settlement website or the Clerk's office at Clerk of the Court, Cook County Chancery Division, 50 W Washington St # 80, Chicago, IL 60602. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. Cy Pres

If any money remains in the non-reversionary Settlement Fund after the date that all settlement checks (i.e., initial settlement checks, and if applicable, second settlement checks), are voided due to non-deposit (i.e. checks that Settlement Class Members do not cash), this amount will be paid to the cy pres recipient _____, as the organization closely aligned with the Class’s interests, subject to approval by the Court.

22. What if my address or other information has changed or changes after I submit a Claim Form?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

Assurance IQ TCPA Settlement
c/o _____
[Address]
[City] [State], [Zip Code]
1-8XX-XXX-XXXX
Email: [xxxx]@[xxxx].com

* * * *

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Exhibit 3

Final Approval Order

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

**IN THE
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER and RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and all others similarly situated,)	Case No.: 2023-CH-092252
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendant.)	

FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Incentive Awards and Attorney Fees and Costs (the “Motions”), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Jonathan Smith, Joseph Rogers, Taylor Armiger and Ramsey Gardner (“Plaintiffs”) and Assurance IQ, LLC (“Defendant”).

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all Parties to the Litigation, including all Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated [DATE], and the Court finds that adequate notice was given to all members

of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on **[DATE]**, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Pursuant to 735 ILCS 5/2-806 and based on the papers filed with the Court and all arguments presented at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class, when considering, in their totality, the strength of Plaintiffs' case balanced against the money and relief offered in the Settlement; Defendant's ability to pay; the complexity, length, and expense of further litigation; the amount of opposition to the Settlement; the lack of collusion in reaching the Settlement; the Settlement Class Members' reaction to the Settlement; the opinion of competent counsel; the stage of proceedings and amount of discovery completed, the complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, including negotiations presided over by a neutral mediator.

7. The Settlement Agreement calls for a Settlement Class which consists of:

All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which

Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through the date the court preliminarily approves the parties' class action settlement.

8. [AMOUNT] individuals has made a timely and valid request for exclusion. The names of these individuals set forth in **Exhibit 1** attached hereto.

9. The Court confirms the appointment of Plaintiffs as Class Representatives for the Settlement Class.

10. The Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Greenwald Davidson Radbil PLLC, Keogh Law, Ltd, Turke & Strauss LLP, and Paronich Law, P.C.

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class, and their claims are typical of those of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, applicable law, and the Due Process Clause of the U.S. Constitution.

13. The Court orders the parties to the Settlement Agreement to perform their

obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The material terms of the Settlement Agreement include, but are not limited to, the following:

- A. Settlement Fund - Defendant will establish a \$21,875,000 Settlement Fund (the “Settlement Fund”).
- B. Deductions - The following are to be deducted from the Settlement Fund before any other distributions are made:
 - a. The costs and expenses for the administration of the settlement and class notice, including expenses necessary to identify potential Settlement Class Members up to \$500,000;
 - b. Plaintiffs’ attorneys’ fees, and the reimbursement of class counsel’s litigation costs and expenses; and
 - c. The incentive awards to Plaintiffs.
- C. Settlement Payment to Settlement Class Members - Each Settlement Class Member who has submitted a valid and timely claim form will receive compensation as set forth in the Settlement Agreement. Each settlement check will be void one-hundred twenty days after issuance.

15. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to the Released Claims. The Court adjudges that the Released Claims are released against the Releasees.

16. The Court adjudges that the Plaintiffs and all members of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims

against the Releasees, as defined under the Settlement Agreement.

17. The Released Claims specifically extend to claims that Plaintiffs and Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective.

18. The Court further adjudges that, upon entry of this Final Approval Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Approval Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. Plaintiffs and all Settlement Class Members who did not validly and timely exclude themselves from the Settlement are permanently barred and enjoined from asserting, filing, commencing, prosecuting, pursuing, continuing, and/or seeking to reopen any of the Released Claims against any of the Releasees.

20. Class Counsel have moved for an award of attorneys' fees and reimbursement of expenses. In approving this request, this Court makes the following findings of fact and conclusions of law:

- A. this Settlement confers substantial benefits on the Settlement Class Members;
- B. the value conferred on the Settlement Class is immediately and readily quantifiable

- upon this judgment becoming Final and Settlement Class Members who have submitted valid Settlement Claims will immediate monetary payments;
- C. Class Counsel vigorously and effectively pursued the Settlement Class Members' claims;
- D. this Settlement was obtained as a direct result of Class Counsel's advocacy;
- E. this Settlement was reached following extensive arms' length negotiation between Class Counsel and Counsel for Defendant, including two in person mediations, facilitated by a professional mediator, and was negotiated in good-faith and in the absence of collusion;
- F. during the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$ [REDACTED], which included mediation and other expenses and which the Court finds to be reasonable and necessary to the representation of the Settlement Class;
- G. Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to file a motion for an award of attorneys' fees that identified the amount sought both as a percentage and a dollar figure for fees plus expenses to be paid from the Settlement Fund;
- H. [REDACTED] members of the Settlement Class have submitted written objections including objecting to the award of attorneys' fees and expenses;
- I. "It is now well established that 'a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.'" *Scholtens v. Schneider*, 173 Ill. 2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)); see also *Ryan*

v. City of Chicago, 274 Ill. App. 3d 913, 923-924 (1st Dist. 1995).

- J. The requested fee award is consistent with other fee awards in Illinois and in other consumer class actions. *See Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Cnty., Ill.) (awarding 40% fees (\$8,000,000), plus costs); *Donahue v. Everi Holdings, Inc.*, 2018 CH 15419 (Cir. Ct. Cook Cnty.) at ¶19 and ¶26 (awarding 40% of common fund); *Svagdis v. Afro Steel Corp.*, No. 17 CH 12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019) (same); *Zhirovetskiy v. Zaya Group, LLC*, No. 17 CH 09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *McGee v. LSC Comms., Inc.*, No. 17 CH 12818 (Cir. Ct. Cook Cnty. Aug. 7, 2019) (same); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 18 CH 2140 (Cir. Ct. Cook Cnty.) (same).

21. Accordingly, Class Counsel are hereby awarded \$ [REDACTED] from the Settlement Fund as their fee award, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Further, Class Counsel are hereby awarded \$ [REDACTED] for their expenses which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys' fees, costs, and expenses among Class Counsel.

22. Further, Plaintiffs Jonathan Smith, Joseph Rogers, Taylor Armiger and Ramsey Gardner are each to be compensated in the amount of \$ [REDACTED] from the Settlement Fund for their efforts in this case which directly led to the monetary recovery obtained for the Settlement Class.

23. Pursuant to the Illinois Equal Justice Act, 735 ILCS 5/2-807(a), the Court orders any *cy pres* be distributed to the [REDACTED].

24. Neither this Final Approval Order and Judgment, nor the Settlement Agreement,

nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Approval Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Approval Order and Judgment and do not limit the rights of the Class Members.

IT IS SO ORDERED.

Exhibit 4

Preliminary Approval Order

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

**IN THE
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER and RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and all others similarly situated,)	Case No.: 2023-CH-092252
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendants.)	

PRELIMINARY APPROVAL ORDER

This matter coming to be heard on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”) and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Preliminary Approval Order shall have the same meaning as ascribed to them in the Settlement Agreement between Jonathan Smith, Joseph Rogers, Taylor Armiger and Ramsey Gardner (“Plaintiffs”) and Assurance IQ, LLC (“Defendant”).

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all Parties to the Litigation, including all Class Members.

3. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Agreement and hereby finds that the Settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the

proposed Settlement as set forth in the Settlement Agreement.

4. The Court has read and considered the papers filed in support of this Motion for Preliminary Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Website Notice, Postcard Notice and Claim Form (all attached to the Settlement Agreement), and their manner of transmission, comply with due process because the notices and forms are reasonably calculated to adequately apprise class members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement.

6. For settlement purposes only, the Court makes the following findings:

- A. the Class is so numerous that joinder of all Class Members is impracticable;
- B. Plaintiffs' claims are typical of the Settlement Class's claims;
- C. there are questions of law and fact common to the Settlement Class which predominate over any questions affecting only individual Settlement Class Members;
- D. the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and
- E. class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

IT IS ORDERED THAT:

7. **Settlement Approval.** Pursuant to 735 ILCS 5/2-806 and based on the papers filed with the Court, the Court now gives preliminary approval to the Settlement and finds preliminarily that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class, when considering, in their totality, the strength of Plaintiffs' case balanced

against the money and relief offered in the Settlement; Defendant's ability to pay; the complexity, length, and expense of further litigation; the lack of collusion in reaching the Settlement; the opinion of competent counsel; the stage of proceedings and amount of discovery completed, the complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, including negotiations presided over by a neutral mediator. The Settlement Agreement, including the Website Notice, Postcard Notice, and Claim Form attached to the Settlement Agreement are preliminarily approved. The proposed form and method for notifying the Settlement Class of the settlement and its terms and conditions meet the requirements of due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice plan is clearly designed to advise the Settlement Class of their rights.

8. **Appointment of the Settlement Administrator and the Provision of Class Notice.** **INSERT AFTER BIDDING** is appointed as the Settlement Administrator. The Settlement Administrator will notify Class Members of the Settlement in the manner specified under Section 4 of the Settlement Agreement.

9. **Claim for a Settlement Award.** Class Members who want to receive an award under the Settlement Agreement must accurately complete and deliver a Claim Form to the Settlement Administrator no later than seventy-five calendar days after the entry of this Order.

10. **Objection to Settlement.** Any Class Member who has not submitted a timely written exclusion request and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, Plaintiff's request for attorneys' fees, costs, and expenses, or Plaintiffs' request for incentive awards must file a written objection with the Clerk of the Court with copies to Class Counsel and counsel for Defendant no later than seventy-five calendar days after the entry

of this Order. Written objections must: (a) clearly identify the case name and number – “*Smith, et. al. v. Assurance IQ LLC, 2023-CH-092252 (Cook County)*”; (b) include the full name address and telephone number called by Defendant as well as the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include a description of the facts and legal authorities underlying the objection; (d) include a statement noting whether the objector intends to appear at the Fairness Hearing; (e) include a list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony; and (f) include a list of exhibits that the objector intends to present at the Fairness Hearing. Only Settlement Class Members who submit timely objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal attorney’s fees and costs. The objection will not be valid if it only objects to the lawsuit’s appropriateness or merits.

11. **Failure to Object to Settlement.** Settlement Class Members who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

12. **Requesting Exclusion.** Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Settlement Agreement. Individual requests for exclusion may be submitted to the Settlement Administrator electronically (through the Settlement Website) or by postal mail, but if submitted by postal mail, each Settlement Class Member must pay for postage. No mass exclusions are allowed. All requests for exclusion must be in writing

and must include: (a) the name and case number of the action – “*Smith, et. al. v. Assurance IQ LLC, 2023-CH-092252 (Cook County)*”; (b) the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) the address, telephone number, and email address (optional) of the Settlement Class Member seeking exclusion; (d) a statement that the requestor does not wish to participate in the Settlement; and (e) the personal signature of the Settlement Class Member. A request for exclusion must be submitted or mailed no later than seventy-five calendar days after the entry of this Order. If a Settlement Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection) and will be excluded from the Settlement.

13. **Provisional Certification.** The Settlement Class is provisionally certified as:

All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC’s records show a WN and/or DNC designation, and for which the parties’ reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through the date the court preliminarily approves the parties’ class action settlement.

14. **Conditional Appointment of Class Representatives and Class Counsel.**

Plaintiffs are conditionally certified as the class representatives to implement the Settlement in accordance with the Settlement Agreement. The law firms of Greenwald Davidson Radbil PLLC, Keogh Law, Ltd, Turke & Strauss LLP, and Paronich Law, P.C. are conditionally appointed as Class Counsel. Plaintiffs and Class Counsel must fairly and adequately protect the Settlement Class’s interests.

15. **Stay of Other Proceedings.** The Court hereby orders that any actions or proceedings in any court in the United States involving any Released Claims asserted by any

Releasing Parties, except any matters necessary to implement, advance, or further the approval of the Settlement Agreement are stayed pending the Final Approval Hearing and issuance of any Final Order and Judgment.

16. If the Settlement Agreement terminates for any reason, the following will occur: (a) class certification will be automatically vacated; (b) Plaintiffs and Class Counsel will stop functioning as the class representatives and class counsel, respectively, except to the extent previously appointed by the Court; and (c) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, other than as to payments made to, or owed for work already incurred by, the Settlement Administrator. Neither the Settlement nor this Order will waive or otherwise impact the Parties' rights or arguments.

17. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

18. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

19. **Modifications.** Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement. The Parties may further modify the Settlement Agreement prior to the Final Approval Hearing so long as such modifications do not materially change the terms of the Settlement provided therein. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Settlement Class Members.

20. **Final Approval Hearing.** On _____ (month) ____ (day), 2024, at _____, in room _____ this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

21. Plaintiffs' motion in support of the Final Judgment must be filed no later than two weeks prior to the Final Approval Hearing. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, the Parties will not be required to provide any additional notice to Settlement Class Members.

22. **Summary Timeline.** The Agreement and this Order provide for the following timeline dates and deadlines related to the provision of notice and the Final Approval Hearing:

Last day for Defendant to provide the Settlement Administrator the Class Information	On or before 10 days after entry of this Order
Last day for the Settlement Administrator to publish the Settlement Website and begin operating a toll-free telephone line, email address, and P.O. Box to accept inquiries from Settlement Class Members	On or before 14 days after entry of this Order
Settlement Administrator provides Notice to Settlement Class Members	On or before 30 days after entry of this Order
Last day for Class Counsel to file motion in support of Fees, Costs, and Expenses Award and apply for Service Payment	On or before 30 days after entry of this Order
Last day for Class Members to file Claim Forms, object, or request exclusion from the Settlement Class	On or before 75 days after entry of this Order

Last day for Settlement Class Counsel to file motion in support of Final Approval	On or before 14 days before Final Approval Hearing
---	--

IT IS SO ORDERED.

APPENDIX 2

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER, RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and others similarly situated,)	Case No.: 2023-CH-09225
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendant.)	

DECLARATION OF KEITH J. KEOGH

Keith J. Keogh declares under penalty of perjury, that the following statements are true:

1. I am a member in good standing of the Illinois State Bar, and the founder and managing partner of Keogh Law, Ltd.. I am one of the lawyers primarily responsible for prosecuting Plaintiffs and the putative class members' claims under the Telephone Consumer Protection Act ("TCPA") in this case.

2. I submit this declaration in support of *Plaintiffs' Motion for Award of Fees, Expenses, and Class Representative Service Awards*.. I am over the age of eighteen and am fully competent to make this declaration. This declaration is based upon my personal knowledge and if called upon to testify to the matters stated herein, I could and would do so competently.

3. As shown below, my firm has regularly engaged in major complex litigation and consumer class actions involving the TCPA and other statutory privacy claims. For example, I was class counsel in some of the largest TCPA settlements in the country. *See Hageman v. AT&T Mobility LLC, et al.*, No. 1:13-cv-00050-DLC-RWA (D. MT.) (Co-Lead) (Final Approval Granted February 11, 2015 providing for a \$45 million settlement for a class of 16,000 persons) and *Capital*

One Telephone Consumer Protection Act Litigation, et al., No. 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel) (Final Approval Granted February 12, 2015 for a \$75 million settlement). My firm has the resources necessary to conduct litigation of this nature, and has experience prosecuting class actions of similar size, scope, and complexity to the instant case. Additionally, I have often served as class counsel in similar actions.

This Litigation

4. The Parties' settlement agreement in this case was reached after extensive litigation in multiple actions filed against Defendant.

5. In response to an early lawsuit filed by my firm, Assurance filed a petition with the FCC seeking a declaratory ruling that a caller who, in fact, lacks consent for prerecorded calls nevertheless does not violate the statute so long as the caller had "a reasonable basis to believe" that it had obtained consent, such as through a website submission.¹ Second, Assurance contended that its phone calls only convey a short, prerecorded introduction, but are otherwise "live" calls. Assurance sought a declaratory ruling that its calls do not qualify as "prerecorded" under the TCPA. *Id.*

6. In addition to filing written comments in opposition to Assurance's FCC petition, counsel at Keogh Law met with FCC staff in person on August 11, 2020 to give a presentation regarding the issues presented by Assurance's petition.²

¹ See *Assurance IQ, LLC Petition for Expedited Declaratory Ruling Regarding the Application of 47 U.S.C. § 227(b)(1) of the Telephone Consumer Protection Act*, CG Docket No. 02-278 (May 12, 2020), available at <https://www.fcc.gov/ecfs/document/10512089842790/1> (last visited January 9, 2024).

² See *Notice of Written Ex Parte Presentation, Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, CG Docket No. 02-278, available at <https://www.fcc.gov/ecfs/document/1081372806755/1> (last visited January 9, 2024).

7. While the FCC was considering Assurance's petition, Plaintiffs' counsel began filing additional actions against Assurance also alleging that Assurance violated the TCPA by placing prerecorded telemarketing calls without consent. *See Rogers et al v. Assurance*, 21-cv-823 (W.D. Wash.) (filed June 17, 2021). Plaintiffs Rogers and Armiger joined in the Washington action on November 4, 2021. *Id.* at Doc. 35 (First Amended Complaint). Rogers alleged that he received prerecorded calls from Assurance without his consent in March of 2021 and Armiger alleged he received calls prerecorded calls from Assurance without his consent in November 2020. *Id.*

8. Plaintiffs Woodard and Corwin filed their action against Assurance in this Court. Doc. 1. Woodard alleged she received prerecorded calls from Assurance without her consent in January 2023 and Corwin alleged she received prerecorded calls from Assurance without her consent in February 2023. *Id.*³

9. The litigation in these actions was hard fought. In *Rogers*, the Court granted Assurance's motion to dismiss in part on March 27, 2023, giving the plaintiffs leave to amend. *Rogers v. Assurance IQ, LLC*, 2023 U.S. Dist. LEXIS 51955 (W.D. Wash. 2023). Assurance filed a second motion to dismiss after the plaintiffs amended their pleading. *See Rogers et al. v. Assurance*, 21-cv-823 (W.D. Wash.) at Doc. 72. While these motions were being briefed, the parties engaged in substantial discovery concerning the plaintiffs' claims, with all parties serving discovery requests and producing responsive documents.

10. On July 24, 2023, counsel from Keogh Law and Paronich Law, representing Plaintiffs Rogers and Armiger in the *Rogers* action, and counsel from Greenwald Davidson Radbil, representing Plaintiff Smith in the *Smith* action, jointly attended a full-day in-person

³ Woodard and Corwin filed a stipulation to dismiss their claims in this action without prejudice on February 13, 2023 because they ultimately did not meet the class definition. *See Stipulation of Dismissal filed February 13, 2023.*

mediation session with Assurance before Robert Meyer of JAMS in New York, NY to discuss a resolution of the pending matters on a classwide basis.

11. Assurance strenuously objected that there were violations of the TCPA and disagreed that there were any methods available to certify a class. Yet, in the spirit of attempting a good faith of mediation, Assurance provided classwide data regarding the phone numbers to which it placed prerecorded calls that bear a “wrong number” or “do not call” designation in its records. Prior to providing the data, Assurance employed an expert to analyze the expected results of a reverse look-up process, intended to cross check if the number belonged to the person that Assurance claimed it had consent to call. This process examined whether the names associated with the numbers called in certain databases were the names associated with the numbers called in Assurance’s records.

12. The parties also exchanged detailed mediation briefs, in which they set forth their positions regarding the relevant facts, the applicable law, class certification, and the merits of the claims and defenses.

13. Although no settlement was reached at the mediation, the parties continued to negotiate a resolution over the following weeks and the same parties attended a second full-day in-person mediation before Robert Meyer of JAMS in Los Angeles, CA on September 15, 2023, to continue their negotiations.

14. Once again, the parties exchanged detailed mediation briefs in advance of the second mediation and Assurance provided additional data regarding the class as well.

15. The second mediation likewise ended without a resolution. The parties then spent several months continuing to negotiate.

16. After reaching an agreement in principle on the material terms, the parties spent three more months negotiating the finer points of the formal agreement, which culminated in the Settlement Agreement executed in December 2023.

17. At all times, the settlement negotiations were arm's-length, non-collusive, and the parties have not entered into any side-deals or separate agreements in connection with the Settlement Agreement.

18. Under the Agreement, Defendant will pay \$21,875,000.00 into a non-reversionary Settlement Fund. All Settlement Class Members will receive a *pro rata* share, after payment of the costs of notice and administration and the court-approved attorneys' fee and class representative incentive award.

19. None of the Settlement Fund will revert back to Defendant.

20. The Settlement reached in this case was the product of well-informed judgments about the adequacy of the relief provided to the proposed Settlement Class. Class Counsel are intimately familiar with the relative strengths and weaknesses of the claims and defenses in this case, as well as the corresponding legal and factual issues. This knowledge—which was obtained through discovery, as well as Class Counsel's extensive experience, legal research and pre-suit investigation—was sufficient to make an informed recommendation about the value of the claims at issue, the costs, risks, and delays of protracted litigation, discovery, and appeals, and the adequacy of the class relief secured through the Settlement.

21. While I am confident in the strength of the claims alleged in this case and that Plaintiffs would ultimately prevail at trial, Defendant denied all of Plaintiffs' material allegations and raised numerous legal and factual issues that, if successful, could preclude any recovery for the Settlement Class.

22. Given the risks and delays posed by further litigation, as well as my considerable experience doing plaintiffs' consumer protection work, I believe the settlement is more than fair, adequate, and reasonable, and is in the best interest of the Settlement Class. Instead of facing the uncertainty of a potential award in their favor years from now, the Settlement allows Plaintiffs and Settlement Class Members to receive immediate and certain relief.

23. My firm represented Plaintiffs and the Settlement Class on a contingency-fee basis. In taking on this case, my firm risked extensive expert costs, a potentially expensive trial and appeal, and lost opportunity costs due to the time needed to devote to this case instead of other matters.

24. I am familiar with the practices of class action attorneys in Illinois, who regularly contact to receive one-third to forty percent of any potential class settlement as compensation for shouldering the risk of funding a potential-multi-year litigation without any guarantee of recovery.

25. The expenses incurred in this case are reflected in Keogh Law, Ltd.'s books and records. These books and records are prepared from check records, credit card statements, receipts, and other source materials and represent an accurate record of the expenses incurred. They do not include overhead costs such as legal research or internal copies. The expenses incurred were reasonable and necessary to prosecute the case, and not part of Keogh Law, Ltd.'s overhead.

26. Below is a detailed report of itemized expenses showing the \$3,906.79 incurred to date in out-of-pocket expenses in prosecuting this case.

Date	Description	Amount
10/27/2021	TJS Pro Hac	238.00
7/13/2023	Curb Mobility Taxi	74.41
7/13/2023	Arlo Midtown Hotel	567.92
7/13/2023	Arlo Midtown Hotel	333.46

7/13/2023	Airline Flight	647.81
7/13/2023	Airline Flight	321.80
9/14/2023	LA Uber Ride	128.96
9/14/2023	LA Uber Ride	38.94
9/15/2023	LA Uber Ride	37.35
9/16/2023	United Taxi	51.24
9/16/2023	Hotel Palomar (2 nights)	1,067.69
11/3/2023	Woodard & Corwin Case Filing Fee	399.21
TOTAL	EXPENSES	3,906.79

27. It is my professional opinion that the expenses set forth above were reasonable and necessary in the successful prosecution of this action.

28. Plaintiffs played a key role in prosecuting this case and securing the proposed Settlement on behalf of the proposed Settlement Class. Specifically, they sacrificed their time to prosecute this case on behalf of the millions of individuals who received Assurance's prerecorded robocalls, exhibiting a willingness to participate in and undertake the responsibilities and risks attendant with bringing a class action.

29. Plaintiffs assisted their attorneys in investigating the Settlement Class's claims, provided information to their attorneys to aid in preparing the initial pleadings, reviewed and approved complaints prior to filing, repeatedly searched for and obtained information and documents for various purposes and took time to discuss the settlement offers for the class in mediation. In addition, Plaintiffs regularly consulted with Class Counsel, stayed abreast of the proceedings throughout the litigation and settlement negotiations, and reviewed and approved the Settlement Agreement that led to the resolution of this case.

Class Counsel's Experience

30. Keogh Law, Ltd. consists of six attorneys and focuses on consumer-protection class actions. I am a shareholder of the firm and member of the bars of the United States Supreme Court and Court of Appeals for the First, Second, Third, Seventh, Ninth and Eleventh Circuits, Eastern District of Wisconsin, Northern District of Illinois, Central District of Illinois, Southern District of Indiana, District of Colorado, Middle District of Florida, Southern District of Florida, the Illinois State Bar, and the Florida State Bar, as well as several bar associations and the National Association of Consumer Advocates.

31. In 2015, the National Association of Consumer Advocates honored me as the Consumer Attorney of the Year for my work in courts and with the FCC insuring the safeguards of the TCPA were maintained.

32. In addition to the record settlements under the TCPA, my firm was class counsel in the largest class action settlements involving an anti-identity theft law that aims to protect the privacy of personal information, called the Fair and Accurate Credit Transactions Act. *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla.) (\$30.9 million dollars); *Martin v Safeway*, 2020 CH 5480 (\$20 million dollar common fund); *Legg v. Laboratory Corporation of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla., filed July 6, 2014) (\$11 million dollars); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla., filed Aug. 29, 2014) (\$7.5 million dollars); *Muransky v. Godiva Chocolatier, Inc.*, 15-cv-60716-WPD (S.D. Fla., filed Apr. 6, 2015) (\$6.3 million dollars) (on appeal).;

33. I was also lead or class counsel in the following class settlements many of which involve the TCPA: *Breda v. Verizon* 16-cv-11512-DJC (D. Ma. 2022) (TCPA); *Braver v. Northstar Alarm Services, LLC*, No. 5:17-cv-00383-F (W.D. Okla. Nov. 3, 2020) (TCPA); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty. Jun. 8, 2020) (Ill.

Security Deposit Return Act, Ill. Security Deposit Interest Act, Ill. Tenant Utility Payment Disclosure Act); *Cook v. Wal-Mart Stores, Inc., et al.*, No. 3:16-cv-673-BRD-JRK (M.D. Fla. Jun. 4, 2020) (TCPA); *Cranor v. The Zack Group, Inc., et al.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020) (TCPA); *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla. Mar. 20, 2020) (TCPA); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 1:18-cv-24351-JEM (S.D. Fla. Feb. 27, 2020) (FACTA) (preliminary approval); *Hennessy, et al. v. Mid-America Apartment Communities, Inc., et al.*, 4:17-cv-00872-BCW (W.D. Mo. Aug. 8, 2019) (Missouri Merchandising Practices Act, Missouri Security Deposit Statute); *Detter v. KeyBank, N.A.*, No. 1616-cv-10036 (Jackson Cty., Mo. July 12, 2019) (FCRA); *Leung v XPO Logistics, Inc.*, 15 CV 03877 (N.D. Ill. 2018) (TCPA); *Martinez v Medcredit*, 4:16CV01138 ERW (E.D. Mo. 2018) (TCPA); *Martin v. Wells Fargo Bank, N.A.*, 16-cv-09483 (N.D. Ill. 2018) (FCRA); *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc., et al*, 15-CV-02419-PGS-LHG (D. NJ. 2018) (TCPA); *Legg v. AEO*, 14-cv-02440-VEC (TCPA) (on appeal after final approval from professional objector); *Markos v Wells Fargo*, 15-cv-01156-LMM (N.D. Ga.) (TCPA); *Ossola v. Amex*, 1:13-cv-04836 (N.D. Ill. 2016) (TCPA); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.) (TCPA); *Prather v Wells Fargo*, 15-CV-04231-SCJ (ND. Ga) (TCPA); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (D. Wa.) (TCPA case, \$5 million for 1,948 class members); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty. Sept. 14, 2017) (landlord/tenant under Chicago RLTO); *Tripp v. Berman & Rabin, P.A.*, 2017 U.S. Dist. LEXIS 3971 (D. Kan. Jan. 9, 2017); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS; *In re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *De Los Santos v Millword Brown, Inc.*, 9:13-cv-80670-DPG (S.D. Fl) (TCPA); *Allen v. JPMorgan Chase Bank, N.A.* 13-cv-08285 (N.D. Ill. Judge Pallmeyer) (TCPA); *Cooper v NelNet*, 6:14-cv-314-Orl-37DAB

(M.D. Fl.) (TCPA); *Thomas v Backgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Carrero v. LVNV Funding, LLC*, 11-CV-62439-KMW (S.D. Fl. 2016) (Unlicensed debt collector under Fl. law); *Lopera v RMS*, 12-c-9649 (N.D. Ill. Judge Wood), *Kubacki v Peapod*, 13-cv-729 (N.D. Ill. Judge Mason); *Wojcik v. Buffalo Bills, Inc.*, 8:12 CV 2414-SDM-TBM (M.D. Fla.) (TCPA); *Curnal v LVNV Funding, LLC.*, 10 CV 1667 (Wyandotte County, KS 2014) (Unlicensed debt collector under KS law); *Cummings v Sallie Mae*, 12 C-9984 (N.D. Ill. Judge Gottschall) (TCPA) (co-lead); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Il. Judge Berrones) (TCPA); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA class); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013 Judge Gottschall) (TCPA); *Saf-T-Gard v. TSI*, 10-c-7671, (N.D. Ill. Judge Rowland) (TCPA); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D. Ill. Judge Keys) (TCPA); *Iverson v Rick Levin & Associates*, 08 CH 42955 Circuit Court Cook County (Judge Cohen) (TCPA); *Saf-T-Gard v Seiko*, 09 C 776 (N.D. Ill. Judge Bucklo) (TCPA); *Jones v. Furniture Bargains, LLC*, 09 C 1070 (N.D. Ill) (FLSA collective action); *Saf-T-Gard v. Metrolift*, 07 CH 1266 Circuit Court Cook County (Judge Rochford) (Co-Lead) (TCPA); *Bilek v Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschall); *Pacer v Rothenback*, 07 C 5173 (N.D. Ill. Judge Cole); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613, Circuit Court Cook County (Judge McGann) (TCPA); *Whiting v. SunGard*, 03 CH 21135, Circuit Court Cook County (Judge McGann) (TCPA); *Whiting v. GoIndustry*, 03 CH 21136, Circuit Court Cook County (Judge McGann) (TCPA).

34. I was the attorney primarily responsible for the following class settlements: *Wollert v. Client Services*, 2000 U.S. Dist. LEXIS 6485 (N.D. Ill. 2000); *Rentas v. Vacation Break USA*, 98 CH 2782, Circuit Court of Cook County (Judge Billik); *McDonald v. Washington Mutual Bank*, supra; *Wright v. Bank One Credit Corp.*, 99 C 7124 (N.D. Ill. Judge Guzman); *Arriaga v.*

Columbia Mortgage, 01 C 2509 (N.D. Ill. Judge Lindberg); *Frazier v. Provident Mortgage*, 00 C 5464 (N.D. Ill. Judge Coar); *Largosa v. Universal Lenders*, 99 C 5049 (N.D. Ill. Judge Leinenweber); *Arriaga v. GNMortgage*, (N.D. Ill. Judge Holderman); *Williams v. Mercantile Mortgage*, 00 C 6441 (N.D. Ill. Judge Pallmeyer); *Reid v. First American Title*, 00 C 4000 (N.D. Ill. Magistrate Judge Ashman); *Fabricant v. Old Kent*, 99 C 6846 (N.D. Ill. Magistrate Judge Bobrick); *Mendelovits v. Sears*, 99 C 4730 (N.D. Ill. Magistrate Judge Brown); *Leon v. Washington Mutual*, 01 C 1645 (N.D. Ill. Judge Alesia).

35. The individual class members' recovery in some of these settlements was substantial. For example, in one of the cases against a major bank the class members' recovery was 100% of their actual damages resulting in a payout of \$1,000 to \$9,000 per class member. In another case against a major lender regarding mortgage servicing responses, each class member who submitted a claim form received \$1,431. *McDonald v. Washington Mutual Bank*.

36. In addition, to the above settlements, I was appointed class counsel in: *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla., Dec. 3, 2018) (TCPA); *Braver v. Northstar Alarm Services, LLC*, No. 5:17-cv-00383-F (W.D. Ok 2018) (TCPA); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *Stahl v. RMK Mgmt. Corp.*, 2015-CH-13459 (Cir. Ct. Cook Cty.) (landlord/tenant under Chicago RLTO); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Galvan v. NCO Fin. Sys.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA class); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA Class); *Smith v Greytstone Alliance*, 09 CV 5585 (N.D. Ill. 2010); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008) (Co-Lead Counsel for FACTA class); *Harris v. Best Buy Co.*, 07 C 2559,2008 U.S. Dist. LEXIS 22166 (N.D. Ill. March 20, 2008) (FACTA class);

Matthews v. United Retail, Inc., 248 F.R.D. 210 (N.D. Ill. 2008) (FACTA class); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008) (FACTA class); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596, 2008 WL 400862 (N.D. Ill. 2008) (FACTA class); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008) (FACTA class).

37. My firm has also litigated dozens of putative class actions for violations of BIPA. *Quarles v. Pret A Manger (USA) Ltd.*, No. 20 CV 7179, 2021 U.S. Dist. LEXIS 79053, at *1 (N.D. Ill. Apr. 26, 2021); *Sherman v. Brandt Indus. USA*, 500 F. Supp. 3d 728, 730 (C.D. Ill. 2020); *Svoboda v. Amazon.com, Inc., et al.*, 1:21-cv-05336 (N.D. Ill.); *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.); *Svoboda v. Frames for America, Inc.*, 1:21-cv-05509 (N.D. Ill.); *Steinberg v. Charles Indus., L.L.C.*, 2021 CH 01793 (Cir. Ct. Cook Cnty.); *Ortega v. The Expediting Co., Inc.*, 2021 CH 00969 (Cir. Ct. Cook Cnty.); *Fells v. Carl Buddig & Co.*, 2021 CH 00508 (Cir. Ct. Cook Cnty.); *Mathews v. Brightstar US, LLC*, 2021 CH 00167 (Cir. Ct. Lake Cnty.); *Roberts v. Graphic Packaging Int'l, LLC*, 3:21-cv-00750 (S.D. Ill.); *Willem v. Karpinske Enters., L.L.C.*, 2021 CH 00031 (Cir. Ct. Jo Daviess Cnty., Ill.); *Shafer v. Rodebrad Mgmt. Co., Inc.*, 2021 CH 00008 (Cir. Ct. Montgomery Cnty., Ill.); *Roberts v. TDS Servs., Inc.*, 2021 CH 00005 (Cir. Ct. Washington Cnty., Ill.); *Jenkins v. Regal Cinemas, Inc.*, 1:20-cv-03782 (N.D. Ill.); *Turner v. Crothall Healthcare, Inc.*, 1:20-cv-03026 (N.D. Ill.); *McFerren, et al. v. World Class Distribution, Inc.*, 1:20-cv-02912 (N.D. Ill.); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.); *Barton v. Swan Surfaces, LLC*, 3:20-cv-00499-SPM (S.D. Ill.); *Wells v. Medieval Times U.S.A., Inc.*, 2020 CH 06658 (Cir. Ct. Cook Cnty.); *Young v. Van Ru Credit Corp.*, 2020 CH 04303 (Cir. Ct. Cook Cnty.); *Marquez v. Bobak Sausage Co.*, 2020 CH 04259 (Cir. Ct. Cook Cnty.); *Isychko v. Jidd Motors, Inc.*, 2020 CH 04244 (Cir. Ct. Cook Cnty.); *Heidelberg v. Forman Mills Inc.*, 2020 CH 04079 (Cir. Ct. Cook Cnty.); *Hirmer v. Elite Med. Transp., LLC*, 2020 CH 04069 (Cir. Ct. Cook Cnty.); *Magner v. SMS-NA, LLC*, 2020 CH 00520 (Cir. Ct. Cook Cnty.); *Gumm v. Vonachen*

Servs., Inc., 2020 CH 00139 (Cir. Ct. Peoria Cnty., Ill.); *Bayeg v. The Admiral at the Lake*, 2019 CH 08828 (Cir. Ct. Cook Cnty.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.); *Tran v. Simple Labs., LLC*, 2019 CH 07937 (Cir. Ct. Cook Cnty.).

38. Some reported cases of mine involving consumer protection include: *Cranor v. 5 Star Nutrition, LLC*, 998 F.3d 686 (5th Cir. 2021); *Breda v. Cellco P'ship*, 934 F.3d 1 (1st Cir. 2019); *Evans v. Portfolio Recovery Assocs.*, 889 F.3d 337 (7th Cir. 2018); *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (finding a “nuisance and invasion of privacy resulting from a single prerecorded telephone call”); *Franklin v. Parking Revenue Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Leeb v. Nationwide Credit Corp.*, 806 F.3d 895 (7th Cir. 2015); *Smith v Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v Absolute Collection Agency*, 741 F.3d 487 (4th Cir. 2014); *Lox v. CDA, Ltd.*, 689 F.3d 818 (7th Cir. 2012); *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v. GMAC Mortgage Corp.*, No. 09-2182 (7th Cir. 2011); *Gburek v Litton Loan*, 614 F.3d 380 (7th Cir. 2010); *Sawyer v. Ensurance Insurance Services consolidated with Killingsworth v. HSBC Bank Nev., NA.*, 507 F.3d 614, 617 (7th Cir. 2007); *Echevarria et al. v. Chicago Title and Trust Co.*, 256 F.3d 623 (7th Cir. 2001); *Demitro v. GMAC*, 388 Ill. App. 3d 15, 16 (1st Dist. 2009); *Hill v. St. Paul Bank*, 329 Ill. App. 3d 7051, 1768 N.E.2d 322 (1st Dist. 2002); *In re Mercedes-Benz Tele Aid Contract Litig.*, 2009 U.S. Dist. LEXIS 35595 (D.N.J. 2009); *Catalan v. RBC Mortg. Co.*, 2009 U.S. Dist. LEXIS 26963 (N.D. Ill. 2009); *Elkins v. Equifax, Inc.*, 2009 U.S. Dist. LEXIS 18522 (N.D. Ill. 2009); *Harris v. DirecTV Group, Inc.*, 2008 U.S. Dist. LEXIS 8240 (N.D. Ill. 2008); *In re TJX Cos., Inc., Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 2008 U.S. Dist. LEXIS 38258 (D. Kan. 2008); *Martin v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 89715 (N.D. Ill. 2007); *Elkins v. Ocwen Fed. Sav. Bank Experian Info. Solutions, Inc.*, 2007 U.S. Dist. LEXIS 84556 (N.D. Ill. 2007); *Harris v. Wal-Mart Stores, Inc.*,

2007 U.S. Dist. LEXIS 76012 (N.D. Ill. 2007); *Stegvilas v. Evergreen Motors, Inc.*, 2007 U.S. Dist. LEXIS 35303 (N.D. Ill. 2007); *Cook v. River Oaks Hyundai, Inc.*, 2006 U.S. Dist. LEXIS 21646 (N. D. Ill. 2006); *Gonzalez v. W. Suburban Imps., Inc.*, 411 F. Supp. 2d 970 (N.D. Ill. 2006); *Eromon v. GrandAuto Sales, Inc.*, 333 F. Supp. 2d 702 (N.D. Ill. 2004); *Williams v. Precision Recovery, Inc.*, 2004 U.S. Dist. LEXIS 6190 (N.D. Ill. 2004); *Doe v. Templeton*, 2003 U.S. Dist. LEXIS 24471 (N.D. Ill. 2003); *Ayala v. Sonnenschein Fin. Servs.*, 2003 U.S. Dist. LEXIS 20148 (N.D. Ill. 2003); *Gallegos v. Rizza Chevrolet, Inc.*, 2003 U.S. Dist. LEXIS 18060 (N.D. Ill. 2003); *Szwebel v. Pap's Auto Sales, Inc.*, 2003 U.S. Dist. LEXIS 13044 (N.D. Ill. 2003); *Johnstone v. Bank of America*, 173 F. Supp.2d 809 (N.D. Ill. 2001); *Leon v. Washington Mutual Bank*, 164 F. Supp.2d 1034 (N.D. Ill. 2001); *Ploog v. HomeSide Lending*, 2001 WL 987889 (N.D. Ill. 2001); *Christakos v. Intercounty Title*, 196 F.R.D. 496 (N.D. Ill. 2000); *Batten v. Bank One*, 2000 WL 1364408 (N.D. Ill. 2000); *McDonald v. Washington Mutual Bank*, 2000 WL 875416 (N.D. Ill. 2000); and *Williamson v. Advanta Mtge Corp.*, 1999 U.S. Dist. LEXIS 16374 (N.D. Ill. 1999). The *Christakos* case significantly broadened title and mortgage companies' liability under Real Estate Settlement Procedures Act ("RESPA") and *McDonald* is the first reported decision to certify a class regarding mortgage servicing issues under the Cranston-Gonzales Amendment of RESPA.

39. I have argued before the First, Fifth, Seventh, Eleventh Circuits, the First District of Illinois and the MultiLitigation Panel in various cases including *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. 2012); *Catalan v GMACM* (7th Cir. 2010); *Gburek v. Litton Loan Servicing* (7th Cir. 2009); *Sawyer v Esurance* (7th Cir. 2007), *Echevarria, et al. v. Chicago Title and Trust Co.* (7th Cir. 2001); *Morris v Bob Watson*, (1st. Dist. 2009); *Iverson v. Gold Coast Motors Inc.*, (1st. Dist. 2009); *Demitro v. GMAC* (1st Dist. 2008), *Hill v. St. Paul Bank* (1st Dist. 2002), and *In Re: Sears, Roebuck & Company Debt Redemption Agreements Litigation* (MDL

Docket No. 1389). *Echevarria* was part of a group of several cases that resulted in a nine million dollar settlement with Chicago Title.

40. My published works include co-authoring and co-editing the 1997 supplement to *Lane's Goldstein Trial Practice Guide* and *Lane's Medical Litigation Guide*.

41. I have lectured extensively on consumer litigation, including extensively on class actions and the TCPA. For example, I:

- a. Presented at the National Consumer Law Center 2018 annual conference on the TCPA.
- b. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.
- c. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- d. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- e. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- f. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.
- g. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.
- h. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.
- i. Presented at the National Consumer Law Center 2014 annual conference in Tampa Fl. for two sessions on the TCPA.
- j. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- k. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled

“Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters.”

- l. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- m. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPI lectured at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- n. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.
- o. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- p. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.
- q. Speaker at the Social Security Administration’s Chicago office in August 2013 on a presentation on identity theft, which included consumers’ rights under the Fair Credit Reporting Act.
- r. Panelist for the May 14, 2013 Chicago Bar Association Class Action Seminar titled “The Shifting Landscape of Class Litigation” as well as for the March 20, 2013 Strafford CLE webinar titled “Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.”
- s. Lectured at the June 6, 2013 Consumer Law Committee of the Chicago Bar Association on the topic “Employment Background Reports under the Fair Credit Reporting Act: Improper consent forms to failure to provide background report prior to adverse action.”

- t. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- u. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- v. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- w. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- x. Lectured at the 2011 National Consumer Law Center conference for a session titled Telephone Consumer Protection Act: Claims, Scope, Remedies as well as lectured at the same 2011 National Consumer Law Center conference for a double session titled ABC's of Class Actions.
- y. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- z. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.
- aa. Guest speaker for the Legal Services Office of The Graduate School and Kellogg MBA Program at Northwestern University for its seminar titled: "Financial Survival Guide: Legal Strategies for Graduate Students During A Period of Economic Uncertainty."

42. I was selected as an Illinois Super Lawyer from 2014 through 2022 and an Illinois Super Lawyer Rising Star each year from 2008 through 2013, and my cases have been featured in local newspapers such as the Chicago Tribune, Chicago Sun-Times, The Naperville Sun, Daily Herald and RedEye.

43. Timothy J. Sostrin is a partner in the firm joining in 2011. He is a member in good standing of the Illinois bar, the U.S. District Court District of Colorado, U.S. District Court

Northern District of Illinois, U.S. District Court Northern and Southern Districts of Indiana, U.S. District Court Eastern and Western Districts of Michigan, U.S. District Court Eastern District of Missouri, U.S. District Court Southern District of Texas and U.S. District Court Eastern and Western Districts of Wisconsin.

44. Timothy J. Sostrin has zealously represented consumers in Illinois and in federal litigation nationwide against creditors, debt collectors, retailers, and other businesses engaging in unlawful practices. Tim has extensive experience with consumer claims brought under the Fair Debt Collection Practices Act, The Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Electronic Fund Transfer Act, and Illinois law.

45. Tim was appointed lead or co-class counsel in the following TCPA cases: *Lee v. Global Tel*Link Corporation*, 2018 U.S. Dist. LEXIS 163410 (C.D. Cal. 2018); *Braver v. Northstar Alarm Service, LLC*, 329 F.R.D. 320 (W.D. Okla. 2018); *Susinno v. Work Out World, Inc.*, 333 F.R.D. 354 (D. N.J. 2019); *Johnson v. Yahoo!, Inc.*, 2016 U.S. Dist. LEXIS 256 (N.D. Ill. 2016); *Leung v. XPO Logistics*, 326 F.R.D. 185 (N.D. Ill. 2018); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS (D. New Mexico); *Martinez v. Medicredit, Inc.*, 2018 U.S. Dist. LEXIS 81818 (E.D. Mo. 2018); *Saf T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012); *Saf-T-Gard v Transworld Systems, Inc.*, 10-c-7671, (N.D. Ill., final approval granted September 17, 2013).

46. Tim was also appointed lead or co-class counsel in the following consumer protection class actions: *Hill v. Asset Acceptance, LLC*, 2014 U.S. Dist. LEXIS 91190 (S.D. Cal. 2014); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012).

47. Tim is a member of the National Association of Consumer Advocates and ISBA. He received his Juris Doctorate, *cum laude*, from Tulane University Law School in 2006.

48. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his more-than 20-year legal career helping individuals subjected to unfair and deceptive business practices, and violations of their state and federal rights. He is experienced in a variety of areas including, but not limited to, the Illinois Biometric Information Privacy Act, the Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection Act, Fair Labor Standards Act, the Illinois Security Deposit Interest Act, Illinois Security Deposit Return Act, Chicago Residential Landlord Tenant Ordinance (RLTO), and the Illinois Wage & Hour Law. He is experienced in all aspects of litigation, including arbitrations, trials, and appeals. He was selected as an Illinois Super Lawyer for 2021 and 2022.

49. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, 2020 CH 7426 (Cir. Ct. Cook Cty.); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty.); *Muransky v. Godiva Chocolatier, Inc.*, No. 15-cv-60716-WPD (S.D. Fla.); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla.); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty.); *Altman v. White House Black Market, Inc.*, 15-cv-2451-SCJ (N.D. Ga.); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-CIV-JIC (S.D. Fla.); *Legg v. Laboratory Corporation of America, Holdings, Inc.*, No. 14-cv-61543-RLR (S.D. Fla.); *Joseph v. TrueBlue, Inc.*, 14-cv-5963-BHS (W.D. Wash.); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018); *Eibert v. Jaburg & Wilk, P.C.*, 13-cv-301 (D. Minn.); *Kraskey v. Shapiro & Zielke, LLP*, 11-cv-3307 (D. Minn.); *Short v. Anastasi & Associates, P.A.*, 11-cv-1612 SRN/JSM (D. Minn.); *Kimball v. Frederick J. Hanna & Associates, P.C.*, 10-cv-

130 MJD/JJG (D. Minn.); *Murphy v. Capital One Bank*, 08 C 801 (N.D. Ill.); *Nettles v. Allstate Ins. Co.*, 02 CH 14426 (Cir. Ct. Cook Cty.); *Sanders v. OSI Educ. Servs., Inc.*, 01 C 2081 (N.D. Ill.); *Kort v. Diversified Collection Servs., Inc.*, 01 C 0689 (N.D. Ill.); *Hamid v. Blatt Hasenmiller, et al.*, 00 C 4511 (N.D. Ill.); *Durkin v. Equifax Check Servs., Inc.*, 00 C 4832 (N.D. Ill.); *Torres v. Diversified Collection Services, et al.*, 99-cv-00535 (RL-APR) (N.D. Ind.); *Morris v. Trauner Cohen & Thomas*, 98 C 3428 (N.D. Ill.); *Mitchell v. Schumann*, 97 C 240 (N.D. Ill.); *Pandolfi, et al. v. Viking Office Prods., Inc.*, 97 CH 8875 (Cir. Ct. Cook Cty.); *Trull v. Microsoft Corp.*, 97 CH 3140 (Cir. Ct. Cook Cty.); *Deatherage v. Steven T. Rosso, P.A.*, 97 C 0024 (N.D. Ill.); *Young v. Meyer & Njus, P.A.*, 96 C 4809 (N.D. Ill.); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 96 C 3233 (N.D. Ill.); *Holman v. Red River Collections, Inc.*, 96 C 2302 (N.D. Ill.); *Farrell v. Frederick J. Hanna*, 96 C 2268 (N.D. Ill.); *Blum v. Fisher and Fisher*, 96 C 2194 (N.D. Ill.); *Riter v. Moss & Bloomberg, Ltd.*, 96 C 2001 (N.D. Ill.); *Clayton v. Cr Sciences Inc.*, 96 C 1401 (N.D. Ill.); *Thomas v. MAC/TCS Inc., Ltd.*, 96 C 1519 (N.D. Ill.); *Young v. Bowman, et al.*, 96 C 1767 (N.D. Ill.); *Depcik v. Mid-Continent Agencies, Inc.*, 96 C 8627 (N.D. Ill.); and *Dumetz v. Alkade, Inc.*, 96 C 4002 (N.D. Ill.).

50. Michael also has successfully argued a number of appeals, including *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175 (11th Cir. 2019) (*vacated for rehearing en banc*); *Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337 (7th Cir. 2018); *Franklin v. Parking Rev. Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Smith v. Greystone Alliance, LLC*, 772 F.3d 448 (7th Cir. 2014); *Shula v. Lawent*, 359 F.3d 489 (7th Cir. 2004); and *Weizeorick v. ABN AMRO Mortg. Group, Inc.*, 337 F.3d 827 (7th Cir. 2003).

51. Michael has lectured on consumer law issues at Upper Iowa University, the Chicago Bar Association, and the National Consumer Law Center. He is a member of the Trial

Bar of the United States District Court for the Northern District of Illinois, and he has represented consumers in state and federal courts around the country on a *pro hac vice* basis.

52. Michael's published work includes "*AND THE SURVEY SAYS...*" *When Is Evidence of Actual Consumer Confusion Required to Win a Case Under Section 1692g of the Fair Debt Collection Practices Act in the Seventh Circuit?*, 13 Loy. Consumer L. Rev. 224 (2001).

53. In March 2018, Theodore H. Kuyper joined the firm. Ted is currently a member in good standing of the Illinois State Bar, the United States District Court for the Northern District of Illinois, and the Seventh Circuit Court of Appeals, and has been admitted to practice *pro hac vice* in several additional United States District Courts.

54. Ted has diverse experience prosecuting and defending class action and other large-scale litigation in trial and appellate courts under a variety of substantive laws, including without limitation the Illinois Biometric Information Privacy Act, the Telephone Consumer Protection Act, the Racketeer Influenced & Corrupt Organizations Act (RICO), the Fair Credit Reporting Act, the Illinois Consumer Fraud & Deceptive Business Practices Act, and the Real Estate Settlement Procedures Act, as well as Illinois and other state statutory and common law.

55. Since joining the firm, Ted has represented consumers as counsel of record or otherwise in the following putative class actions: *Gebka v. Allstate Ins. Co.*, No. 1:19-cv-06662 (N.D. Ill.) (TCPA); *Cranor v. The Zack Group, Inc., et al.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020) (TCPA); *Svoboda v. Amazon.com, Inc., et al.*, 1:21-cv-05336 (N.D. Ill.) (BIPA); *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.) (BIPA); *Svoboda v. Frames for America, Inc.*, 1:21-cv-05509 (N.D. Ill.) (BIPA); *Jenkins v. Regal Cinemas, Inc.*, 1:20-cv-03782 (N.D. Ill.) (BIPA); *McFerren, et al. v. World Class Distribution, Inc.*, 1:20-cv-02912 (N.D. Ill.) (BIPA); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.) (BIPA); *Gumm v. Vonachen Servs., Inc.*, 2020 CH 00139 (Cir. Ct. Peoria Cnty., Ill.) (BIPA); *Detter v. KeyBank, N.A.*, No.

1616-cv10036 (Jackson Cty., Mo. July 12, 2019) (FCRA); *Cranor v. Skyline Metrics, LLC*, No. 4:18-cv-00621-DGK (W.D. Mo.) (TCPA); *Cranor v. Classified Advertising Ventures, LLC, et al.*, No. 4:18-cv-00651-HFS (W.D. Mo.) (TCPA); *Morgan v. Adventist Health System/Sunbelt, Inc.*, No. 6:18-cv-01342-PGB-DCI (M.D. Fla.) (TCPA); *Burke v. Credit One Bank, N.A., et al.*, No. 8:18-cv-00728-EAK-TGW (M.D. Fla.) (TCPA); *Morgan v. Orlando Health, Inc., et al.*, No. 6:17-cv-01972-CEM-GJK (M.D. Fla.) (TCPA); *Motiwala v. Mark D. Guidubaldi & Associates, LLC*, No. 1:17-cv-02445 (N.D. Ill.) (TCPA); and *Buja v. Novation Capital, LLC*, No. 9:15-cv-81002-KAM (S.D. Fla.) (TCPA).

56. Immediately prior to joining Keogh Law, Ted worked at a boutique Chicago law firm where he represented clients in a range of complex commercial and other litigation, including contract, tort, professional liability, premises and products liability, bad faith and class action. Previously, he was an associate at a nationally-renowned class action law firm, where he focused on complex commercial, consumer, class action and other large-scale, high-stakes litigation.

57. Ted earned his Juris Doctorate from Washington University School of Law in St. Louis in 2007. During law school, he worked as a Summer Extern for Magistrate Judge Morton Denlow (Ret.) of the United States District Court for the Northern District of Illinois, served as primary editor and executive board member of the Global Studies Law Review, and authored a student note that was published in 2007. Ted also earned a number of scholarships and other academic accolades, including the Honors Scholar Award (top 10% for academic year) and repeated appearances on the Dean's List.

58. Gregg Barbakoff joined the firm in October 2019. Gregg is a civil litigator who focuses his practice on consumer law, with extensive experience litigating individual and class claims arising under the Illinois Biometric Information Privacy Act, Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting

Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud and Deceptive Practices Act, Magnuson-Moss Warranty Act, and various consumer protection statutes.

59. Gregg graduated magna cum laude from the Chicago-Kent College of Law, where he was elected to the Order of the Coif. While in law school, Gregg received the Class of 1976 Honors Scholarship, competed as a senior member of the Chicago-Kent Moot Court Team, and served as an editor for The Seventh Circuit Review, in which he was also published. Gregg earned his undergraduate degree from the University of Colorado at Boulder.

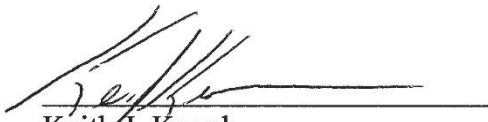
60. Gregg was selected as an Illinois Super Lawyer in 2022 and an Illinois Super Lawyer Rising Star from 2015 through 2021. In addition, Gregg was named an Associate Fellow by the Litigation Counsel of America. He is licensed to practice in the State of Illinois, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Seventh Circuit.

61. Prior to joining Keogh Law, Gregg worked at a mid-size litigation firm that specialized in consumer litigation, and leading plaintiff's firm that focused on commercial disputes and consumer class actions.

62. The following are representative class actions in which Gregg has served as counsel of record or otherwise: *Roberts v. TIAA, FSB* (Case No. 2019 CH 04089, Cook County, Ill.); *Corrigan v. Seterus* (Case No. 17-cv-02348); *Gentleman v. Mass. Higher Ed. Corp., et al* (Case No. 16-cv-3096, N.D. Ill.); *Cibula v. Seterus* (Case No. 2015CA010910, Palm Beach County, Fla.); *Ciolini v. Seterus* (Case No. 15-cv-09427, N.D. Ill.); *Mednick v. Precor Inc.* (Case No. 14-cv-03624, N.D. Ill.); *Illinois Nut & Candy Home of Fantasia Confections, LLC v. Grubhub, Inc., et al.* (Case No. 14-cv-00949, N.D. Ill.); *Dr. William P. Gress et al. v. Premier Healthcare Exchange West, Inc.* (Case No. 14-cv-501, N.D. Ill.); *Stephan Zouras LLP v. American Registry LLC* (Case No. 14-cv-943, N.D. Ill.); *Mullins v. Direct Digital* (Case No. 13-cv-01829, N.D. Ill.);

In Re Prescription Pads TCPA Litigation (Case No. 13-cv-06897, N.D. Ill.); *Townsend v. Sterling* (Case No. 13-cv-3903, N.D. Ill.); *Windows Plus, Incorporated v. Door Control Services, Inc.* (Case No. 13-cv-07072, N.D. Ill.); *In re Energizer Sunscreen Litigation* (Case No. 13-cv-00131, N.D. Ill.); *Padilla v. DISH Network LLC* (Case No. 12-cv-07350, N.D. Ill.); *Lloyd v. Employment Crossing* (Case No. BC491068 (Los Angeles County, Cal.)); *In re Southwest Airlines Voucher Litigation* (Case No. 11-cv-8176, N.D. Ill.).

Executed at Chicago, Illinois, on June 5, 2024.



Keith J. Keogh

APPENDIX 3

**IN THE
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER, and RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and others similarly situated,)	Case No.: 2023-CH-09225
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendant.)	
)	
)	

**DECLARATION OF AARON D. RADBIL IN SUPPORT OF PLAINTIFFS’ MOTION
FOR AWARD OF ATTORNEYS’ FEES, EXPENSES, AND CLASS REPRESENTATIVE
SERVICE AWARDS**

Pursuant to 735 ILCS 5/1-109, I declare as follows:

1. My name is Aaron D. Radbil.
2. I am over twenty-one years of age.
3. I am fully competent to make the statements included in this declaration.
4. I have personal knowledge of the statements included in this declaration.
5. I am a partner at Greenwald Davidson Radbil PLLC (“GDR”).
6. I am counsel for Jonathan Smith, one of four named plaintiffs in this matter (“Plaintiffs”).
7. I am admitted to practice before this Court.
8. I submit this declaration in support of Plaintiffs’ motion for award of attorneys’ fees, expenses and class representative service awards.

9. GDR has vigorously protected the interests of the settlement class members in this matter.

10. This includes (a) researching and preparing the class action complaint in the earlier filed *Smith v. Assurance* matter, No. 2:22-cv-01732-GMS (D. Ariz. Oct. 11, 2022), ECF No. 1; (b) researching and preparing an amended complaint in the earlier filed *Smith v. Assurance* matter, *id.* at ECF No. 13; (c) opposing, attending oral argument for, and prevailing on, Assurance's motion to dismiss in the earlier filed *Smith v. Assurance* matter, *id.* at ECF Nos. 17, 24-25; (d) preparing the joint scheduling report in the earlier filed *Smith v. Assurance* matter, *id.* at ECF No. 20; (e) propounding written discovery to Assurance in the earlier filed *Smith v. Assurance* matter; (f) assisting in the preparation of Plaintiffs' mediation brief; (g) participating in numerous conferrals with co-class counsel and counsel for Assurance regarding settlement; (h) attending both mediations in this matter, first in New York and then in Los Angeles; (i) assisting in the drafting and negotiating of the parties' class action settlement agreement, including the proposed preliminary and final approval orders and the class notice; (j) assisting in the drafting of Plaintiffs' motions for preliminary approval of the settlement; (k) assisting in crafting the class notice plan and consulting with Kroll, Inc.—the court-appointed settlement administrator—on all aspects of the notice plan; (l) conferring with Assurance and its expert regarding the class data; (m) conferring with Mr. Smith and with co-class counsel; and (n) assisting in the preparation of Plaintiffs' fee and expense petition, among other tasks.

11. In addition, GDR will put additional time into this matter moving forward, including coordinating with the settlement administrator; assisting in the research and preparation of the motion for final approval of the class action settlement; communicating with class members;

responding to any objections to the settlement; and any other related matters necessary to conclude this case.

12. GDR seeks a total of \$7,235.77 in litigation costs and expenses. These costs and expenses were reasonably incurred in connection with the prosecution of this action and the earlier *Smith v. Assurance* action in the District of Arizona and are reflected in the books and records maintained by undersigned counsel, which are an accurate recording of the expenses incurred.

13. These expenses include the filing fee for the complaint in the earlier *Smith v. Assurance* action (\$402), the process server fee in the earlier *Smith v. Assurance* action (\$55), *pro hac vice* and associated fees in the earlier *Smith v. Assurance* action (\$320), PACER research costs (\$9.80), travel-related expenses for two attorneys for the parties' first mediation in New York from Austin, Texas and from Boca Raton, Florida, including airfare, ground transportation and hotel accommodations (\$3,537.10), and travel-related expenses for two attorneys for the parties' second mediation in Los Angeles from Austin, Texas and from Boca Raton, Florida, including airfare, ground transportation and hotel accommodations (\$2,911.87).

14. I respectfully submit that the attorneys' fees and expenses award sought here is reasonable for a class action, particularly one where class members will receive meaningful cash benefits.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

June 3, 2024

/s/ Aaron D. Radbil
Aaron D. Radbil

APPENDIX 4

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER, RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and others similarly situated,)	Case No.: 2023-CH-09225
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendant.)	

**DECLARATION OF ANTHONY I. PARONICH IN SUPPORT OF PLAINTIFFS’
MOTION FOR AWARD OF ATTORNEYS’ FEES,
EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS**

Pursuant to 735 ILCS 5/1-109, I declare as follows:

1. My name is Anthony Paronich
2. I am over twenty-one years of age.
3. I am fully competent to make the statements included in this declaration.
4. I have personal knowledge of the statements included in this declaration.
5. I am the owner of Paronich Law, P.C. (“Paronich Law”)
6. I am counsel for the Plaintiffs in this matter (“Plaintiffs”)
7. I am admitted to practice before this Court.
8. I submit this declaration in support of Plaintiffs’ motion for award of attorneys’

fees, expenses and class representative service awards.

9. Paronich Law has vigorously protected the interests of the settlement class members in this matter.

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

10. This includes, (a) researching and preparing the class action complaint in the earlier filed *Rogers v. Assurance*, 21-cv-823 (W.D. Wash.) (filed June 17, 2021); (b) researching and preparing an amended complaint in that matter; (c) propounding written discovery to Assurance in that matter; (d) reviewing Assurance's discovery responses and conducting a meet and confer in that matter; (e) preparing an opposition to the co-defendants' motion to dismiss in that matter (f) assisting in the preparation of Plaintiffs' mediation brief; (g) participating in numerous conferrals with co-class counsel and counsel for Assurance regarding settlement; (h) attending both mediations in this matter, first in New York and then in Los Angeles; (i) assisting in the drafting and negotiating of the parties' class action settlement agreement, including the proposed preliminary and final approval orders and the class notice; (j) assisting in the drafting of Plaintiffs' motions for preliminary approval of the settlement; (k) assisting in crafting the class notice plan and consulting with Kroll, Inc.—the court-appointed settlement administrator—on all aspects of the notice plan; (l) conferring with Assurance and its expert regarding the class data; (m) conferring with the Plaintiffs and with co-class counsel; and (n) assisting in the preparation of Plaintiffs' fee and expense petition, among other tasks.

11. In addition, Paronich Law will put additional time into this matter moving forward, including coordinating with the settlement administrator; assisting in the research and preparation of the motion for final approval of the class action settlement; communicating with class members and any other related matters necessary to conclude this case

12. Paronich Law has \$31,977.72 in litigation costs and expenses in this matter, including payment of mediation fees (\$25,414.74), process server fees for the complaint and subpoenas (\$240.98), consulting expert costs (\$3,000), travel costs, hotel costs, and incidental costs while traveling (\$3,322.00).

13. Likewise, Paronich Law has devoted significant time to this case and will continue to devote all necessary time to this case as it proceeds.

14. I respectfully submit that the attorneys' fees and expenses award sought here is reasonable for a class action, particularly one where class members will receive meaningful cash benefits.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Dated: June 2, 2024

/s/ Anthony I. Paronich

APPENDIX 5

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER, RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and others similarly situated,)	Case No.: 2023-CH-09225
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendant.)	

**DECLARATION OF SAMUEL J. STRAUSS IN SUPPORT OF PLAINTIFFS’ MOTION
FOR AWARD OF ATTORNEYS’ FEES,
EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS**

Pursuant to 735 ILCS 5/1-109, I declare as follows:

1. My name is Samuel J. Strauss.
2. I am over twenty-one years of age.
3. I am fully competent to make the statements included in this declaration.
4. I have personal knowledge of the statements included in this declaration.
5. I am the owner of Strauss Borrelli PLLC. (“Strauss Borrelli”)
6. I am counsel for the Plaintiffs in this matter (“Plaintiffs”)
7. I am admitted to practice before this Court.
8. I submit this declaration in support of Plaintiffs’ motion for award of attorneys’

fees, expenses and class representative service awards.

9. Strauss Borrelli has vigorously protected the interests of the settlement class members in this matter.

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

10. This includes, (a) researching and preparing the class action complaint in the earlier filed *Rogers v. Assurance*, 21-cv-823 (W.D. Wash.) (filed June 17, 2021); (b) researching and preparing an amended complaint in that matter; (c) propounding written discovery to Assurance in that matter; (d) reviewing Assurance's discovery responses and conducting a meet and confer in that matter; (e) preparing an opposition to the co-defendants' motion to dismiss in that matter (f) assisting in the preparation of Plaintiffs' mediation brief; and (h) conferring with the Plaintiffs and with co-class counsel..

11. In addition, Strauss Borrelli will put additional time into this matter moving forward, including coordinating with the settlement administrator; assisting in the research and preparation of the motion for final approval of the class action settlement; communicating with class members and any other related matters necessary to conclude this case

12. Strauss Borrelli has \$1,408.42 in litigation costs and expenses in this matter, including payment of process server fees, pro hac fees, postage, and costs associated with PACER. See detail below:

Expense	Amount
Filing and Pro Hac Fees	\$1,116.00
Service	\$211.00
Postage	\$60.72
PACER fees	\$20.70
TOTAL	\$1,408.42

13. Likewise, Strauss Borrelli has devoted significant time to this case and will continue to devote all necessary time to this case as it proceeds.

14. I respectfully submit that the attorneys' fees and expenses award sought here is reasonable for a class action, particularly one where class members will receive meaningful cash benefits.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Dated: June 3, 2024

/s/ Samuel J. Strauss

APPENDIX 6

A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A
LAWYER.

Assurance IQ TCPA Settlement
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

FILED DATE: 6/5/2024 3:54 PM 2023 CH109225
All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through March 6, 2024.

Electronic Service Requested

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover barcode

<<FirstName>> <<LastName>>
<<Company>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>
<<Country>>

Why did I get this notice?

A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Circuit Court of Cook County, Chancery Division titled "Smith, et al. v. Assurance IQ Inc., et. al., Case No. 23-CH-9225" ("Action"). According to available records, you might be a "Settlement Class Member." The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about?

A number of individuals (the "Plaintiffs") filed lawsuits against Assurance IQ on behalf of themselves and others similarly situated. Through the lawsuits Plaintiffs assert that Assurance IQ violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the "TCPA") by, inter alia, placing unsolicited calls to telephone numbers, in connection with which it used an artificial or prerecorded voice, absent consent.

The Court has not decided which side is right. But both sides have agreed to settle the Action and provide certain benefits to Settlement Class Members in order to avoid the costs, risks, and uncertainties of continued litigation.

Am I a Settlement Class Member?

You are a "Settlement Class Member" if you are a person (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through March 6, 2024.

What relief does the Settlement provide?

The Settlement provides \$21,875,000 to pay (1) claims of eligible Settlement Class Members; (2) a Fees, Costs, and Expenses Award to Settlement Class Counsel; (3) incentive awards to Plaintiffs; and (4) costs of administration and notice. Class Counsel estimates each participating Class Member's share of the fund will be approximately between \$167 to \$33, depending on how many Class Members participate. This share may be higher or lower depending on how many Class Members in total elect to participate in the Settlement. To receive a payment from the Settlement, you must timely complete and submit a valid Claim Form. A Claim Form is also available at www.AssuranceTCPASettlement.com. The deadline to submit a Claim Form is **July 31, 2024**. If any money remains after the date that all settlement checks are voided including a second distribution due to uncashed checks, this amount will be paid to the cy pres recipient, an organization closely aligned with the class's interests subject to approval by the Court.

What are my other options?

If you do not want to be legally bound by the Settlement, you must exclude yourself by July 31, 2024, or you will not be able to sue Assurance IQ or others involved with the calls at issue about the legal claims in the Action ever again. If you stay in the Settlement, you may object to it by July 31, 2024. The detailed notice available at www.AssuranceTCPASettlement.com describes the claims you will be releasing if you do not request exclusion and explains how to request exclusion or to object. The Court will hold a hearing on September 3, 2024 at 11:00 am, to consider whether to approve the Settlement and a request by the Settlement Class Counsel for up to \$8,795,000 for a Fees, Costs, and Expenses Award, and a request by Plaintiffs for incentive awards of \$5,000 each for their services as class representatives and their efforts in bringing the Action. You may ask to appear at the hearing, but you don't have to.

More Information?

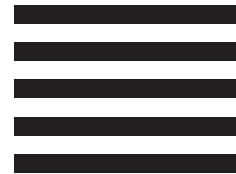
For complete information about the Settlement, to view the Settlement Agreement and related court documents and to learn more about how to exercise your various options under the Settlement, visit www.AssuranceTCPASettlement.com or call (833) 425-7847. You may also write to the Settlement Administrator at the email address info@AssuranceTCPASettlement.com, or the postal address Assurance IQ TCPA Settlement, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

FILED DATE: 6/5/2024 3:54 PM 2023CH09225



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 36777526 NEW YORK, NY

POSTAGE WILL BE PAID BY ADDRESSEE

ASSURANCE IQ TCPA SETTLEMENT
C/O KROLL SETTLEMENT ADMINISTRATION
PO BOX 5324
NEW YORK NY 10126-2876



<<refnum barcode>>

Class Member ID: <<refnum>>

ASSURANCE IQ TCPA SETTLEMENT CLAIM FORM

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, no later than **July 31, 2024**. If this form is not postmarked or received by this date, you will remain a member of the Settlement Class but will not receive any payment from the Settlement.

Class Member ID: <<refnum>>

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

<<firstname>> <<lastname>>
<<company>>
<<address1>> <<address2>>
<<City>>, <<State>> <<Zip>>
<<Country>>

If different than the preprinted data on the left, please print your correct information:		
First Name	MI	Last Name
Address		
City	State	ZipCode

Preferred Phone Number: (_____) - _____ - _____

If you wish to receive electronic payment, check the following box and submit a valid e-mail to which electronic payment options will be sent: _____ @ _____

Email Address (Required)

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge.

Signature: _____ Date: ____ / ____ / ____

APPENDIX 7

**IN THE
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER and RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and all others similarly situated,)	Case No.: 2023-CH-09225
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendants.)	

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC’s records show a WN and/or DNC designation, and for which the parties’ reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through March 6, 2024.

IF YOU THINK YOU MAY BE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT MAY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

- A Settlement has been proposed in the class action lawsuit referenced above, which is pending in the Chancery Division of the Cook County Illinois Court (“Action”). You may be entitled to participate in the proposed Settlement.
- The Chancery Division of the Cook County Illinois Court has ordered the issuance of this notice. Assurance IQ, LLC (“Assurance IQ”) denies it did anything wrong and has defended itself throughout the lawsuit. The Court has not decided who is right. Both sides have agreed to settle the dispute to avoid burdensome and costly litigation.
- If the Court finally approves the Settlement, Assurance IQ will create a fund of \$21,875,000. If you submit a valid Claim Form, you may be eligible to obtain a share of this fund. Class Counsel estimates each participating Settlement Class Member’s share of the fund will be approximately between **\$167 to \$33**. Each participating Settlement Class Member’s share of the fund may be higher or lower depending on how many Settlement Class Members in total elect to participate in the Settlement.

FILED DATE: 6/5/2024 3:54 PM 2023CH09225

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way to get an award under the Settlement. If you have a Class ID number, you may submit a claim through the Settlement Website at www.AssuranceTCPASettlement.com , or by mailing in your Claim Form. The Claims Administrator may seek additional information from persons without a Class ID number.	Deadline: July 31, 2024
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a share of the Settlement Fund, and you will not release any claims you may have against Assurance IQ. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit regarding the allegations in the Action ever again.	Deadline: July 31, 2024
OBJECT	As explained in detail below, you may write to the Court about why you object to (i.e., don't like) the Settlement and think it should not be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: July 31, 2024
DO NOTHING	If you do nothing, you will not receive a share of the Settlement Fund, but if you are a Settlement Class Member you will release certain claims you may have against Assurance IQ.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief available to Settlement Class Members will be provided only if the Court finally approves the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

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2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

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**HOW TO REQUEST AN AWARD UNDER THE SETTLEMENT –
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8. How can I get a Settlement award?
9. When will I get a Settlement award?

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11. How will the lawyers be paid?
12. Will the Plaintiff receive any compensation for their efforts in bringing this Action?

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16. What is the difference between excluding myself and objecting to the Settlement?

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19. May I speak at the hearing?

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21. Cy Pres
22. What if my address or other information has changed or changes after I submit a Claim Form?

BACKGROUND INFORMATION

1. Why did I get this Class Notice?

You received this Class Notice because a Settlement has been reached in this Action and you may be a Settlement Class Member. If you are a member of the Settlement Class, you may be eligible for the relief detailed below.

This Class Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. What is this lawsuit about?

A number of individuals (the “Plaintiffs”) filed lawsuits against Assurance IQ on behalf of themselves and others similarly situated. Through the lawsuits, Plaintiffs assert that Assurance IQ violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by, *inter alia*, placing unsolicited calls to telephone numbers, in connection with which it used an artificial or prerecorded voice, absent consent.

Assurance IQ denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Assurance IQ further denies that any Settlement Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Class Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. Why is this a class action?

In a class action lawsuit, one or more people sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The company sued in this case, Assurance IQ, is called the Defendant.

4. Why is there a Settlement?

Plaintiffs have made claims against Assurance IQ. Assurance IQ denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Plaintiffs or Assurance IQ should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement: All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC’s records show a WN and/or DNC designation, and for which the parties’ reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through March 6, 2024.

6. I am still not sure if I am included.

If you are still not sure whether you are included in the Settlement Class, you can write or call the Claims Administrator for free help. The Claims Administrator’s contact information is below.

Assurance IQ TCPA Settlement
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5391
(833)-425-7847
Email: info@AssuranceTCPASettlement.com

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Settlement Class Members?

Assurance IQ will create a Settlement Fund of \$21,875,000 which will be used to pay the claims of Settlement Class Members, Class Counsel’s Fees, Costs, and Expenses Award (see Section 11 below), Plaintiffs’ incentive awards (see Section 12 below), and compensation for the Claims Administrator for providing notice to the Settlement Class and administering the Settlement.

If you are a Settlement Class Member, you are eligible to receive a *pro rata* share of the Settlement Fund by timely and validly submitting a Claim Form.

HOW TO REQUEST AN AWARD UNDER THE SETTLEMENT – SUBMITTING A CLAIM FORM

8. How can I get a Settlement payment?

To qualify for a payment from the Settlement, you must send in a Claim Form. A Claim Form is available by clicking [HERE](#) or on the Internet at the website www.AssuranceTCPASettlement.com. The Claim Form may be submitted electronically at www.AssuranceTCPASettlement.com or by postal mail. Read the instructions carefully, fill out the form, and postmark it by **July 31, 2024**, or submit it online on or before 11:59 p.m. (Pacific) on **July 31, 2024**.

9. When will I get a Settlement payment?

As described in Sections 17 and 18, the Court will hold a hearing on **September 3, 2024**, at 11:00 AM to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at www.AssuranceTCPASettlement.com. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE PLAINTIFF

10. Do I have a lawyer in this case?

The Court has ordered that Greenwald Davidson Radbil PLLC, Keogh Law, Ltd, Turke & Strauss LLP, and Paronich Law, P.C. (“Class Counsel”) will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will petition the Court to receive a Fees, Costs, and Expenses Award up to \$8,795,000, which is 40% of the fund plus reasonable expenses. The Court will make the final decision as to the amount to be paid to the attorneys for their fees and costs. You will not be required to separately pay any attorneys' fees or costs to the Settlement Class Counsel.

12. Will the Plaintiffs receive any compensation for their efforts in bringing this Action?

The Plaintiffs will each request an incentive award of \$5,000 for their services as Class Representatives and their efforts in bringing the Action and obtaining the Settlement benefits for Settlement Class Members. The Court will make the final decision as to the amount to be paid to the Plaintiffs.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, Settlement Class Members will release claims against Assurance IQ and the other entities allegedly involved in the calls at issue unless the Settlement Class Members exclude themselves from the Settlement. This generally means that Settlement Class Members will not be able to file or pursue a lawsuit against Assurance IQ or be part of any other lawsuit against Assurance IQ asserting claims that were or could have been asserted in the Action. The Settlement Agreement, available on the Internet at the website www.AssuranceTCPASettlement.com, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

Settlement Class Members may exclude themselves from the Settlement Class and the Settlement by submitting a request for exclusion to the Claims Administrator electronically (through the Settlement website) or by postal mail. If you want to be excluded, you must either complete the opt-out form available on the Settlement website located at www.AssuranceTCPASettlement.com, or write the Claims Administrator stating: (a) the name and case number of the action – “*Smith, et. al. v. Assurance IQ LLC, 2023-CH-092252* (Cook County, Illinois)”; (b) the full name and the unique identification number for the Settlement Class Member assigned by the Claims Administrator; (c) the address, telephone number, and email address (optional) of the Settlement Class Member seeking exclusion; (d) that the requestor does not wish to participate in the Settlement; and (e) including your personal signature. If you are not using the opt-out form on the Settlement Website, the request for exclusion must be sent to the Claims Administrator at:

Assurance IQ TCPA Settlement
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5391
www.AssuranceTCPASettlement.com

Your request for exclusion must be submitted electronically or be postmarked no later than **July 31, 2024**, at 11:59 pm (Pacific). If you submit your request for exclusion by postal mail, you are responsible for your postage.

Settlement Class Members who validly and timely request exclusion from the Settlement Class will be excluded from the Settlement Class, will not be bound by the Settlement Agreement or the judgment entered in the Action, will not be eligible to make a claim for any benefit under the terms of the Settlement Agreement, will not be entitled to submit an objection to the Settlement, and will not be precluded from prosecuting any timely, individual claim against Assurance IQ based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. How do I tell the Court that I disagree with the Settlement?

On **September 3, 2024**, at 11:00 AM, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider the attorneys who initiated the Action's request for a Fees, Costs, and Expenses Award, and incentive payments to the Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must write to the Court and must include: (a) the case name and number – "*Smith, et. al. v. Assurance IQ LLC*, 2023-CH-092252 (Cook County, Illinois)"; (b) include the full name address and telephone number called by Defendant as well as the unique identification number for the Settlement Class Member assigned by the Claims Administrator; (c) a description of the facts and legal authorities underlying the objection; (d) a statement noting whether the objector intends to appear at the Fairness Hearing; (e) a list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony; and (f) a list of exhibits that the objector intends to present at the Fairness Hearing.

To have an objection considered, a Settlement Class Member must file an objection with the Court.

Clerk of the Court
Cook County Chancery Division
50 W Washington St # 80
Chicago, IL 60602

Objections must also be mailed to the addresses below and postmarked or received no later than July 31, 2024.

For Plaintiffs:	For Assurance IQ:
Keith J. Keogh Keogh Law, Ltd. 55 West Monroe St. Ste. 3390 Chicago, Illinois 60603	Mark A. Silver Dentons US LLP 303 Peachtree Street, NE, Suite 5300 Atlanta, GA 30308

The objection must be submitted electronically or be postmarked no later than **July 31, 2024**, at 11:59 pm (Central).

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

SETTLEMENT CLASS MEMBERS WHO DO NOT TIMELY MAKE AN OBJECTION WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

Settlement Class Members who submit a written objection have the option to appear and request to be heard at the Fairness Hearing, either in person or through personal counsel. You are not required, however, to appear. However, if you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear." Only Settlement Class Members who submit timely objections including Notices of Intention to Appear may speak at the Fairness Hearing. If you make an objection through an attorney, you will be responsible for your attorney's fees and costs.

16. What is the difference between excluding myself and objecting to the Settlement?

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

FAIRNESS HEARING

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Fees, Costs, and Expenses Award to the attorneys who initiated the Action; and to consider the request for incentive awards by to the Plaintiffs.

18. When and where is the Fairness Hearing?

On **September 3, 2024**, at 11:00 AM, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable **Allen P. Walker**, Cook County Chancery Division, 50 W Washington St # 80, Chicago, IL 60602 on **September 3, 2024**, at 11:00 AM. The hearing may be postponed to a different date or time or location without notice. Please check www.AssuranceTCPASettlement.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

19. May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear. If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

ADDITIONAL INFORMATION

20. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the application for a Fees, Costs, and Expenses Award, and the operative Complaint filed in the Action, please visit the Settlement Website located at: www.AssuranceTCPASettlement.com. Alternatively, you may contact the Settlement Administrator at the email address info@AssuranceTCPASettlement.com or the U.S. postal (mailing) address: *Assurance IQ TCPA Settlement*, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5391. You may also obtain information by calling (833) 425-7847.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit the Settlement website or the Clerk's office at Clerk of the Court, Cook County Chancery Division, 50 W Washington St # 80, Chicago, IL 60602. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. Cy Pres

If any money remains in the non-reversionary Settlement Fund after the date that all Settlement checks (i.e., initial Settlement checks, and if applicable, second settlement checks), are voided due to non-deposit (i.e. checks that Settlement Class Members do not cash), this amount will be paid to the *cy pres* recipient as the organization closely aligned with the Settlement Class’s interests, subject to approval by the Court. Plaintiffs have proposed that 50% of any *cy pres* goes to the Chicago Bar Foundation, a federally recognized 501(c)(3) organization that supports numerous Illinois legal aid organizations, as the Illinois Equal Justice Act, 735 ILCS 5/2-807, requires 50% of any *cy pres* go to a local organization. Plaintiffs proposed that the remaining 50% will go to The Electronic Privacy Information Center (EPIC), earmarked for work related to the TCPA.

22. What if my address or other information has changed or changes after I submit a Claim Form?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Assurance IQ TCPA Settlement
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5391
Email: info@AssuranceTCPASettlement.com

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DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.