

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).

Class Action Settlement Agreement – Assurance IQ, LLC TCPA Litigation

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

RG

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

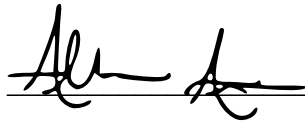
Date

Ramsey Gardner

Date

Assurance IQ, LLC

Date



12/27/2023

EXHIBIT 1

POSTCARD NOTICES

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

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

**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.\[xxxx\].com](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](http://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](http://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

**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

**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
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IT IS SO ORDERED.
