

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

Case No.: 2025-016220-CA-01

JONATHAN FRIED,
individually and on behalf of others
similarly situated,

Plaintiff,

v.

KAISER FOUNDATION
HEALTH PLAN, INC., D/B/A
KAISER PERMANENTE

Defendant.

_____ /

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: Plaintiff Jonathan Fried (“Plaintiff” or “Class Representative”), on behalf of himself and the Settlement Class, and Defendant Kaiser Foundation Health Plan, Inc. (“Defendant”). Plaintiff and Defendant will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, on January 21, 2025, Plaintiff filed a Class Action Complaint on behalf of himself and a putative class in the lawsuit styled *Jonathan Fried v. Kaiser Foundation Health Plan, Inc., d/b/a Kaiser Permanente*, in the United States District Court for the Southern District of Florida, Case Number 1:25-cv-20312-BB (the “First Action”);

WHEREAS, on August 12, 2025, the First Action was dismissed;

WHEREAS, on August 20, 2025, Plaintiff filed a Class Action Complaint (the “Action”) on behalf of himself and a putative class in the lawsuit styled *Jonathan Fried v. Kaiser Foundation Health Plan, Inc., d/b/a Kaiser Permanente* in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case Number 2025-016220-CA-01, which asserts claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 and the Florida Telephone Solicitation Act (“FTSA”), Fla. Stat. § 501.059;

WHEREAS, Plaintiff alleges that he and members of the classes received telemarketing text messages from Defendant after previously opting out, which allegedly harmed him and the classes (the “Allegations”);

WHEREAS, Plaintiff alleges that, as a result of the Allegations, he and other similarly situated individuals are entitled to declaratory and injunctive relief, statutory damages, attorneys’ fees, and costs;

WHEREAS, on August 8, 2025, with the assistance of mediator Rodney Max of Upchurch Watson White & Max, the Parties and their counsel engaged in an intensive arm's-length mediation in an attempt to resolve the Action with a view toward achieving substantial benefits for the Settlement Classes as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, the Parties' counsel and Defendant's representatives ultimately reached an agreement in principle to resolve the Action;

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Classes and appoint him as Class Representative and his lawyers—Andrew Shamis and Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A. — as Class Counsel in this case;

WHEREAS, based on their investigation and discovery in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to, and in the best interest of the Settlement Classes;

WHEREAS, Plaintiff, on behalf of himself and as the representative of the Settlement Classes, and Defendant desire to resolve the dispute between them;

WHEREAS, Plaintiff, on behalf of himself and as the representative of the Settlement Classes, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representative and to the Settlement Classes. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, has taken into account the uncertainty and risks

inherent in this Action, and has determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and/or dismissed on the merits and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

I. DEFINITIONS

In addition to the terms defined above and at other places in this Agreement, the following defined terms have the meaning set forth below:

A. “Administrator” means Epiq Systems, Inc., which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administrating this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. “Administrative Cap” means the maximum aggregate amount of one hundred thousand dollars (\$100,000.00) allocated for all Notice and Administration Costs incurred by the Administrator in connection with the Settlement. Defendant shall not be required to pay any Notice or Administration Costs in excess of the Administrative Cap.

C. “Agreement” means this Settlement Agreement and Release and all attachments and exhibits hereto.

D. “Attorneys’ Fees and Expenses” means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Plaintiff or the Settlement Classes) for all attorneys’ fees and expenses incurred by Plaintiff or Class Counsel in connection with the Action and First Action.

E. “Claim” means a written request for a Claim Settlement Payment submitted by a Settlement Class Member to the Administrator.

F. “Claim Deadline” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be postmarked, which shall occur no later than fifteen (15) days after the Final Approval Hearing. All Claims postmarked on or before the Claim Deadline shall be timely, and all Claims postmarked after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

G. “Claim Form” means the form attached as **Exhibit 1** to this Agreement and/or as ultimately approved by the Court.

H. “Claim Settlement Check” means the check containing the Claim Settlement Payment for each Settlement Class Member who submits a valid and timely Claim.

I. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who submit properly completed and timely Claim Forms to the Administrator, and who qualify for such relief under this Agreement.

J. “Class Counsel” means: (a) Andrew Shamis, Shamis & Gentile, P.A., 13 NE 1st Avenue, Suite 705, Miami, FL 33132, (b) Christopher Berman, Shamis & Gentile, P.A., 13 NE 1st Avenue, Suite 705, Miami, FL 33132, (c) Scott Edelsberg, 20900 NE 30th Avenue, Suite 417, Aventura, FL 33180.

K. “Class Notice” means the program of notice described in this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement.

L. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as approximately thirty (30) days prior to the Final Approval Hearing.

M. “Class Period,” means the time period from January 21, 2021 through August 20, 2025.

N. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator.

O. “Counsel for Defendant” means: Andrew Kemp-Gerstel, Michael D. Starks, Morgan E. Carr, at Liebler Gonzalez & Portuondo, 44 W Flagler St, Miami, FL 33310, and Shannon Z. Petersen and Lisa Yun Pruitt at Sheppard, Mullin, Richter & Hampton LLP, 12275 El Camino Real, Suite 100, San Diego, California 92130-4092.

P. “Court” means the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Q. “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

R. “Effective Date” means the day when the Agreement is Finally Approved.

S. “Email Notice” shall mean the notice sent by the Administrator to the Settlement Class Members as described in section III.B.3.a, below, and in substantially the form attached as **Exhibit 2**.

T. “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

U. This Agreement is “Finally Approved” on the later of: (a) the date on which the Court enters the Final Approval Order approving the Settlement Agreement; and (b) (i) if no appeal or any other pleading challenging the finality of the Settlement Agreement is timely filed, the expiration of the time in which any such appeal or pleading could be filed; or (ii) if any appeal or any other pleading challenging the finality of the Settlement Agreement is timely filed, the date on which any such challenge has been fully and finally disposed of or resolved in favor

of approving, or affirming the approval of, this Agreement such that no further review, appeal, or challenge is permitted.

V. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 3**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Classes as a whole in accordance with the Florida Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for attorneys’ fees and expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

W. “Long-Form Notice” means the notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 4** to this Agreement.

X. “Mail Notice” shall mean the notice sent by the Administrator to the Settlement Class Members as described in section III.B.3.b, below, and in substantially the form attached as **Exhibit 5**.

Y. “Notice” means the Mail Notice and Email Notice that will be mailed and emailed by the Administrator to those who may be Settlement Class Members.

Z. “Notice and Administrative Costs” means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendant of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the

Settlement, including, but not limited to, costs and expenses associated with determining mail and/or email addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Claim Settlement Payment(s).

AA. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than thirty (30) days before the Final Approval Hearing.

BB. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Classes. The Opt-Out Deadline shall be no later than thirty (30) days before the Final Approval Hearing.

CC. “Preliminary Approval Order” means an order to be entered by the Court certifying the Settlement Classes and granting preliminary approval to the Settlement, substantially in the form attached hereto as Exhibit 6, without material change.

DD. “Qualifying Text Message” means a marketing text message sent by or on behalf of Defendant to a Settlement Class Member after that Settlement Class Member sent a “STOP” (or substantially similar) opt-out request, but excludes a single confirmation text message acknowledging receipt of the opt-out request.

EE. “Released Claims” means all liabilities, rights, claims for relief, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, against Released Parties that arise out of, concern or relate to the

Telephone Consumer Protection Act and the Florida Telephone Solicitation Act and any other related laws regarding any text messages sent to Settlement Class Members by, or on behalf of Defendant or that were or could have been claimed, raised or alleged in this Action to the extent they arise from or relate to text messages sent by or on behalf of Defendant from January 21, 2021, through the date of Preliminary Approval, as of the date of a final Court order approving the Settlement and dismissing the case with prejudice.

FF. “Released Parties” means Defendant and any vendors, contractors, or agents that were involved in any way with the complained of text messages, or on whose behalf they were sent, including, but not limited to mPulse Mobile, Inc. It shall also include any of their owners, representatives, parents, subsidiaries, affiliates, agents, attorneys, vendors, contractors, subcontractors, insurers, officers, board members, employees, predecessors, successors and assigns. “Released Parties” also shall include any other persons or entities, not identified above, who, by the express terms of this Agreement, are intended to be released by the Releasing Parties.

GG. “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely and properly opt-out of the Settlement, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys and all those who claim through them or on their behalf.

HH. “Request for Exclusion” means a written request from a Settlement Class Member compliant with the instructions on how to seek to exclude the Settlement Class Member from the Settlement Classes.

II. “Service Award” means any approved payments to the Class Representative.

JJ. “Settlement” means the settlement set forth in this Agreement.

KK. “Settlement Classes” means all members of the classes of persons in this Action that will be certified by the Court for settlement purposes as follows:

TCPA “STOP” Class: From January 21, 2021 through August 20, 2025, all persons in the United States who (1) were sent more than one marketing text message by or on behalf of Defendant within any 12-month period; (2) regarding Defendant’s goods or services, to said person’s cellular telephone number; and (3) where the person communicated to Defendant that they did not wish to receive text messages by replying to the messages with a “stop” or similar opt-out instruction.

FTSA “STOP” Class: From January 21, 2021 through August 20, 2025, all persons in Florida who (1) were sent more than one marketing text message by or on behalf of Defendant; (2) regarding Defendant’s goods or services, to said person’s cellular telephone number; and (3) after the person texted Defendant with the message “stop” at least 15 days prior to the text message sent by or on behalf of Defendant.

The Settlement Classes exclude the following: (1) the judge (including her staff) presiding over this Action; (2) the United States District Judge and United States Magistrate Judge (including their staff) who have presided over *Jonathan Fried v. Kaiser Foundation Health Plan, Inc., d/b/a Kaiser Permanente*, Case Number 1:25-cv-20312-BB; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any Settlement Class Member who has timely opted out of this proceeding; and (7) Plaintiff’s Counsel, their employees, and their immediate family.

LL. “Settlement Class Claimant” means any Settlement Class Member who submits a Claim in accordance with this Agreement.

MM. “Settlement Class Data” means data relating to approximately 73,327 persons who according to Plaintiff and Defendant’s records are members of the Settlement Classes. The Settlement Class Data shall be treated as Confidential Information.

NN. “Settlement Class Member(s)” means any member of the Settlement Classes.

OO. “Settlement Class Payment List” means the list of all Settlement Class Members who filed a Claim; whether the Claim was rejected or accepted, and, if rejected, the reason it was rejected; the address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payment(s) to be made.

PP. “Settlement Fund” means the total maximum amount that Defendant has agreed to make available of ten million five hundred thousand dollars (\$10,500,000), as further described in Section II B.1., to cover the Claim Settlement Payment(s) as well as Attorneys’ Fees, Notice and Administration Costs, and any Service Award. Defendant shall pay the amounts due from the Settlement Fund as these amounts become due as described in Section II B.1. Defendant is not expected to advance payment of the Settlement Fund into any escrow account or otherwise but will make payments as they come due. Any amount of the Settlement Fund not due or payable per Section II B.1. shall be retained by Defendant.

QQ. “Settlement Website” means the website that the Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for members of the Settlement Classes to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long-Form Notice, the Order Preliminarily Approving this Settlement, and such other documents as Class Counsel and Defendant agrees to post or that the Court orders posted on the website. The documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be www.kaisertcpasettlement.com or such other URL as Class Counsel and Defendant may agree upon in writing. Ownership of the Settlement Website URL shall be transferred to Defendant within ten (10) days of the date upon which operation of the Settlement Website ceases.

II. SETTLEMENT TERMS

A. Certification of Settlement Classes and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Classes. Defendant's conditional agreement is contingent on (i) the Parties' execution of this Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final following any appeal. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Florida Rules of Civil Procedure, Florida Rules of Evidence, and any applicable state law or rule of civil procedure or evidence. If for any reason the settlement is not granted preliminary and final approval, Defendant's agreement to certification of the Classes shall not be used for any purposes, including any request for class certification in the Action or any other proceeding.

Defendant denies all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendant has agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representative and Class Counsel agree

that Defendant retains and reserves all of these rights and agree not to take a position to the contrary.

B. Settlement Class Relief

1. Claim Settlement Payment(s) to Settlement Classes

In consideration for the Releases set forth in this Agreement, Defendant shall provide the following relief:

Defendant shall make available up to \$10,500,000.00 in cash (the “Settlement Fund”) available for payment of Claims submitted by Class Members, Attorneys’ Fees, Notice and Administration Costs, and any Service Award.

Settlement Class Members must submit a timely, valid, and verified Claim Form, by the Claim Deadline in the manner required by this Agreement, to receive a Claim Settlement Payment from the Settlement Fund.

Each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator in the amount of up to \$75.00 per Qualifying Text Message for the TCPA “STOP” Class and FTSA “STOP” Class. However, the per-message amount each Settlement Class Member receives may be uniformly reduced on a pro rata basis to account for Attorneys’ Fees and Expenses, Notice and Administration Costs, and any Service Award. Only one (1) Claim is allowed per Settlement Class Member, and each Settlement Class Member need submit only one Claim Form to receive payment for all Qualifying Text Messages sent to that Class Member at any phone number associated with that Settlement Class Member. The Administrator shall determine, from

Defendant's Settlement Class Data, the number of Qualifying Text Messages associated with each Settlement Class Member's telephone number(s) during the applicable Class Period.

In no event shall Defendant be responsible for any claims, fees, or expenses exceeding the amount of the Settlement Fund.

No later than forty-five (45) days after the Effective Date of receiving a timely, valid, correct, and verified Claim Form, the Administrator shall send, by first-class mail, a Claim Settlement Check to each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form. Claim Settlement Check(s) will be valid for ninety (90) days from the date on the check. Any Claim Settlement Check that remains uncashed after ninety (90) days from issuance shall be remitted to Defendant.

All Attorneys' Fees, all Notice and Administration Costs, and any Service Award will be paid by Defendant from the Settlement Fund.

Except as provided in this Section, Defendant shall have no obligation to make any other or further payments to Plaintiff, to any Settlement Class Member, or Class Counsel.

C. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court an Unopposed or Agreed Motion for Preliminary Approval of this Agreement. Counsel for Defendant shall have an opportunity to review the motion for preliminary approval before filing with the Court. The motion shall seek entry of an Agreed Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant.

The Plaintiff's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file his Motion for Final Approval of the Settlement, and his application for attorneys' fees,

costs, and expenses and for a Service Award for the Class Representative, no later than thirty (30) days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for a Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense, or Service Award application, provided the objectors submitted timely written objections that meet all of the requirements listed in the preliminary approval order and notice.

At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses, and a Service Award. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and Defendant. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Classes for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Enter judgment dismissing the Action with prejudice and without costs, except as set forth in this Agreement;
- e. Bar and enjoining all Releasing Parties from asserting any of the Released Claims, including during any appeal from the Final Approval Order;
- f. Release Defendant and the Released Parties from the Released Claims; and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including the Defendant, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Plaintiff will request, and Defendant will not oppose, a Service Award which will be paid from the Settlement Fund of no more than \$5,000.00. To the extent the Court does not approve an incentive award or does not award the entirety of the requested amount, the monies will remain in the Settlement Fund to be distributed, if at all, as per the other provisions of the Agreement. Any Court decision declining Plaintiff's request for a service award shall not be a basis to terminate the Settlement. Any Service Award that the Court awards to Plaintiff shall be paid to Plaintiff by check payable to Plaintiff delivered to an address that Class Counsel will identify no later than forty-five (45) days after the Effective Date and the date on which Defendant's counsel receives a completed W-9 form from Plaintiff.

2. Attorneys' Fees and Expenses

Class Counsel will request, and Defendant will not oppose, an award of Attorneys' Fees and Expenses of approximately 33.33% of the Settlement Fund or \$3,465,000.00. To the extent the Court does not approve an attorneys' fees award or does not award the entirety of the requested amount, the monies will remain as part of the Settlement Fund to be distributed, if at all, as per the other provisions of the Agreement. Any Court decision declining to award the amount requested by Class Counsel shall not be a basis to terminate the Settlement. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation. All Attorneys' Fees and Expenses awarded by the Court shall

be paid to Shamis & Gentile, P.A. in a manner agreed between the Class Counsel and Defendant no later than forty-five (45) days after the Effective Date or the date on which Shamis & Gentile, P.A. provides a completed W-9 form to Defendant, whichever is later. Shamis & Gentile, P.A. shall handle any distribution of Attorneys' Fees and Expenses between Class Counsel. Defendant shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed. The Parties negotiated and reached agreement regarding attorneys' fees and costs and the Service Award, only after reaching agreement on all other material terms of this Settlement.

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on Epiq Systems, Inc. as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payment, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties agree is appropriate.

The Parties will coordinate with the Administrator to provide and Mail Notice or Email Notice to the Settlement Classes, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in

connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

The total Notice and Administration Costs incurred in connection with this Settlement shall not exceed the Administrative Cap of One Hundred Thousand Dollars (\$100,000.00) in the aggregate, inclusive of all fees, costs, and expenses relating to Notice and Administration. Defendant shall have no obligation to pay, and Administrator shall not invoice, any amounts for Notice or Administration Costs in excess of the Administrative Cap. Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, or the Administrator. The Administrator will invoice Defendant directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendant monthly for incurred fees and expenses thereafter. The Administrator will complete and provide to Defendant any W-9 forms necessary for Defendant to pay for the Notice and Administrative Costs. Defendant's obligation for Notice and Administration Costs is expressly limited to the Administration Cap.

B. Notice

1. Notice to the Settlement Classes

Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Any Notices provided under or as part of the Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. At Defendant's request, ownership of the Settlement Website URL shall be transferred to Defendant within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following

distribution of the Claim Settlement Payment(s) to Settlement Class Claimant(s), or such other date as Class Counsel and Defendant may agree upon in writing.

2. Settlement Class Data

Within fifteen (15) days after entry of the Preliminary Approval Order, Plaintiff or Defendant—if it has not already done so—will provide to the Administrator the Settlement Class Data in electronic format. Using the Settlement Class Data, the Administrator will conduct research to determine the mailing addresses and/or email addresses associated with each of the telephone numbers of the Settlement Class Members.

3. Notice

Notice shall be provided to the Settlement Class Members in up to four different ways as set forth herein. The Administrator, by the Class Notice Date, shall send Notice to Settlement Class Members for which the Administrator is able to determine the Settlement Class Members' mail and/or email addresses.

a. *Email Notice.* For those Settlement Class Members whose email address is available, Email Notice shall be provided (substantially in the form provided in **Exhibit 2** hereto) on two occasions on dates selected by the Administrator. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update email addresses (e.g., reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the Email Notice to all Settlement Class Members. The Email Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the Email Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

b. *Mail Notice.* For those Settlement Class Members whose physical mail address is available, one copy of the Mail Notice (double-sided postcard with a detachable pre-postmarked Claim Form, substantially in the form provided in **Exhibit 5** hereto), shall be sent via first-class U.S. mail, return service requested, in addition to the Email Notice. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update mail addresses (e.g., reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the Mail Notice to all Settlement Class Members. The Mail Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

For those Settlement Class Members whose email address is unknown or not discernable or for whom the Email Notice is returned as undeliverable, and a mail address is available instead, one copy of the Mail Notice (described above) shall be sent instead. For these Class Members, the Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update existing mailing addresses (e.g., reverse telephone number look up, verification through the National Change of Address Database or other reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, mail the Mail Notice to all Settlement Class Members for whom an email address is unknown or not discernable through an email verification search, or for whom the Email Notice is returned as undeliverable, and a mail address is available instead. The Mail Notice shall be completed by the Class Notice Date. The Administrator shall provide Class

Counsel and Defendant a sworn declaration that confirms that the Mail Notice was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

4. Long-Form Notice

The Long-Form Notice (substantially in the form provided in **Exhibit 4** hereto) will be posted to the Settlement Website, www.kaisertcpasettlement.com, and will contain more detail than the Email Notice and Mail Notice. The Long-Form Notice will also be sent to all Settlement Class Members who contact the Administrator by telephone or email and request a copy.

5. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) enables Settlement Class Members to access and download the Claim Form, (ii) provides contact information for Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement and Class Notice; the Long-Form Notice, the Preliminary Approval Order; the Complaint; and, when filed, the Final Approval Order. The Class Notice (as well as the Email Notice and Mail Notice) shall include the address (URL) of www.kaisertcpasettlement.com for the Settlement Website, where Settlement Class Members will find important documents and court filings, which will contain more detail than the Email Notice and Mail Notice. The Administrator shall maintain the Settlement Website until at least sixty (60) days following the Claim Deadline. The Settlement Website shall have a portal where Claim Forms can be submitted.

6. Toll-free Telephone Number

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The

Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

C. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a Claim, Settlement Class Members must correctly provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information under penalty of perjury: (a) Settlement Class Claimant's name, current address, telephone number, and email address (if any); (b) Settlement Class Claimant's telephone number(s) that received a Qualifying Text Message from Defendant, and (c) a representation under oath that he or she received a Qualifying Text Message.

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by submitting a claim on the Settlement Website or by mailing a completed Claim Form to the Administrator on a date no later than the Claim Deadline. Any Settlement Class Member who does not submit an accurate and fully completed Claim Form by the Claim Deadline shall be deemed to have waived any Claim and any such Claim will be rejected by the Administrator. Only one Claim Form may be submitted per Settlement Class Member that received Qualifying Text Messages from Defendant, regardless of how many Qualifying Text Messages were received by the Settlement Class Member. Claim Forms can also be submitted via email to the Administrator or by mail to the Administrator.

3. Invalid Claims

Any Settlement Class Member who fails to submit a timely, accurate, and fully completed and correct, valid Claim Form shall not be entitled to receive a Settlement Claim

Payment, but shall otherwise be bound by all of the terms in this Agreement, including the terms of the Final Approval Order and the Releases in this Agreement, and shall be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Parties concerning any Released Claims.

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; that the Settlement Class Claimant is a member of one or more of the Settlement Classes; and that Qualifying Text Messages were sent to the telephone number(s) identified in the form. Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in the Claim being deemed invalid, and Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall not receive any incentive for denying claims. If necessary, the Administrator shall reduce the amount each Settlement Class Member receives for each Qualifying Text Message on a pro rata basis so that the total of all Claim Settlement Payment(s), together with any Court-approved Attorneys' Fees and Expenses, all Notice and Administration Costs, and any Service Award, does not exceed the Settlement Fund.

D. Opt-Out Rights

1. Opt-Out Requirements

The Notice shall include a procedure for Settlement Class Members to opt-out of the Settlement Classes. A Settlement Class Member who wishes to opt-out of the Settlement Classes must do so in writing. To opt-out, a Settlement Class Member must complete and send to Class Counsel (or the Administrator), at the address listed in the Class Notice, a Request for

Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the cellular telephone number at which the person received a text message from Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Classes in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Classes."

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class(es), and shall be bound by this Agreement and all subsequent proceedings, orders, and judgments, including the Final Approval Order.

A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

If, as reported by the Administrator, Requests for Exclusion are received by the Opt-Out Deadline from more than ten (10%) percent of the Settlement Class Members (regardless of whether notice was actually delivered), Defendant has the option to terminate this settlement agreement prior to Final Approval, and the case shall return to the status quo ante.

2. Opt-Outs Not Bound

Any Settlement Class Member who properly opts out of the Settlement Class(es) shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

3. List of Requests for Exclusion

At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendant with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

4. All Settlement Class Members Bound By Settlement

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

E. Objections

The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses and/or a Service Award to the Plaintiff. Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

1. Process

Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to the Settlement Administrator, no later than the Objection Deadline.

2. Requirements

The requirements to assert a valid written objection shall be set forth in the Class Notice. To be valid, the written objection must include:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;

- c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the objector's counsel that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five (5) years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between the objector or the objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

3. Appearance

Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

The Notice of Intention to Appear must include: (a) the case name and number; (b) the Settlement Class Member's name, address, telephone number, and signature, and, if represented by counsel, their contact information; (c) the telephone number where he or she received a text message from Defendant; and (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Class Notice and this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

4. Discovery From Settlement Class Members Who Object To The Settlement

The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of court. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member's counsel without further leave of court.

F. Funding & Distribution of the Settlement Fund and Claim Settlement Payment(s)

1. Settlement Fund

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Classes. Any part of the Settlement Fund that is not used to provide relief for the Settlement Classes shall remain with Defendant. Any Attorneys' Fees and Expenses, any Service Award, and all Notice and Administrative Costs (up to \$100,000) will be paid by Defendant through the Settlement Fund.

2. Funding

From the Settlement Fund, Defendant, within twenty (20) business days after the Effective Date, shall fund all amounts required by the Administrator for distribution of any Claim Settlement Payment(s) to Settlement Class Members who submit timely and valid Claim Forms.

3. Distribution

The Administrator shall pay any Claim Settlement Payment(s) to Settlement Class Members who submit timely and valid Claim Forms within forty-five (45) days after the Effective Date.

G. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Classes. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Classes.

H. Termination of Agreement

Either Party shall have the right in his or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court, after the motion for preliminary approval is filed, fails or declines to grant Preliminary Approval in accordance with the terms of the Preliminary Approval Order; (2) the Court, after granting Preliminary Approval in accordance with the terms of the Preliminary Approval Order, fails or declines to grant Final Approval in accordance with the terms of the Final Approval Order; (3) an appellate court vacates or reverses the Final

Approval Order; (4) the Effective Date does not occur for any reason; or (5) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs. The Settlement may be terminated based upon the following conditions by either Class Counsel or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within thirty (30) days (or such longer time as may be agreed in writing between Class Counsel and Defendant).

In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Defendant; and the Parties shall return to the status quo ante in this Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

Additionally, in the event the Settlement is terminated, the Parties agree that, within ten (10) days of such termination, the Parties shall submit a joint stipulation requesting that this Action be dismissed without prejudice. Plaintiff shall re-file the claims asserted in this Action in the United States District Court for the Southern District of Florida (the "Federal Refiled Action") within thirty (30) days after the dismissal of this Action. Defendant agrees not to oppose venue or jurisdiction in the Southern District of Florida for purposes of the Federal Refiled Action. Defendant further agrees to waive and not assert any statute of limitations, statute of repose, laches, or other time-based defense that would not have been available had the First Action remained pending continuously from January 21, 2025 through the filing of the Federal Refiled Action; provided, however, that Defendant reserves all other defenses, rights,

and objections in the Federal Refiled Action. To facilitate efficient refiling, Defendant agrees to accept service by waiver in the Federal Refiled Action through counsel of record in this Action.

In the event of a termination, and after payment of any invoices or other Notice and Administration Costs that have been incurred and are due to be paid by Defendant, the Administrator shall return the balance of the Settlement Fund to Defendant within 5 business days of termination.

In the event the Settlement is terminated, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to this Action shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court.

I. Retention of Records

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as Confidential Information.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or

otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

B. Dismissal of Claims

The Parties agree that upon the Effective Date, the Action shall be dismissed with prejudice in accordance with the Final Approval Order and judgment shall be entered.

V. RELEASES

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Classes, and each Settlement Class Member from all Released Claims. The Settlement Classes and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims. The Class Representative, the Settlement Classes, and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Class Representative, the Settlement Classes, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or

believe to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Classes, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts. The provisions of the Release shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law in any jurisdiction. Each Settlement Class Member waives any and all defenses, rights, and benefits that may be derived from the provision of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the Release contained in this Agreement.

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all claims that he may have against any of the Released Parties. The Parties and each Settlement Class Member agree that amounts to be paid under this Agreement to each Settlement Class Member represent the satisfaction of that Settlement Class Member's claims for Released Claims. No portion of the Settlement represents the payment of punitive or exemplary damages. Nonetheless, in consideration for the satisfaction of each Settlement Class Member's claim for compensatory damages, claims for punitive or exemplary damages arising from or relating to the Released Claims shall be released.

Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of

Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Plaintiff and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

Plaintiff represents and warrants that: (a) he is the sole and exclusive owner of his own Released Claims; (b) that he has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) that he will not assign or otherwise transfer any interest in any of the Released Claims; and (d) that he has no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

VII. MISCELLANEOUS PROVISIONS

A. Receipt of Advice of Counsel

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

B. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

C. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

D. No Admission of Liability

Defendant continues to dispute its liability for the claims alleged in the Action, and maintains that it complied, at all times, with the applicable law and regulations. Defendant has entered into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action. Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of himself or the Settlement Classes, against Defendant. Defendant expressly denies and disclaims any liability or wrongdoing. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely

for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations,

agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

H. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purposes of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

I. Costs

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

K. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

L. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such

provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

M. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

N. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

O. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Florida, without reference to its conflict of law provisions. The adequacy of the Settlement, any determination regarding Class Counsel's fees and expenses, and any Service Award shall be governed by Florida law.

P. Fair and Reasonable

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, it is in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arm's-length negotiations.

Q. Headings

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

R. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

S. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

T. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

U. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

V. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be

asserted against any Party. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

W. Confidentiality; Communications to Media and Public

The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application.

The Parties also agree that before the entry of Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendant.

For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement, including communications necessary to provide class notice or administer the Settlement, or from making any disclosures required by law.

X. Obligation to Meet and Confer. Before filing any motion with the Court raising a dispute arising out of or relating to this Agreement, the Parties shall consult each other and certify to the Court that they have consulted.

Y. Jurisdiction. Unless the Agreement is terminated for the reasons described above, the Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and

agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Administrator. As part of their respective agreements to render services in connection with this Settlement, the Administrator shall consent to the jurisdiction of the Court for this purpose.

Z. **Obligation to Return or Destroy Discovery Materials.** Class Counsel will return or destroy all copies of all discovery materials obtained in this Action from Defendant or third parties within thirty (30) days after the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated: 09/18/25

By: 
[Jonathan Fried \(Sep 18, 2025 15:34:58 PDT\)](#)
JONATHAN FRIED

Dated: 09/18/25

By: 
[Christopher Berman \(Sep 18, 2025 18:35:25 EDT\)](#)
Counsel for Plaintiff and the Settlement Classes

Dated: 9/17/2025 | 10:36 PM PDT


By: **KAISER FOUNDATION HEALTH PLAN, INC.**

Signed by:
Brandon E Cuevas
349712705EF8493...

Name: Brandon Cuevas

Title: Executive Vice President, National Health Plan

Dated: 9/18/2025


Counsel for Defendant

Certificate Of Completion

Envelope Id: 9B3106AA-2242-4E42-A707-C3D8527293A5

Status: Completed

Subject: Complete with Docusign: Kaiser - TCPA Settlement Agreement, 4897-9507-5940 v 3.pdf

Source Envelope:

Document Pages: 43

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Carol Lewis-Parks

AutoNav: Enabled

1800 Harrison Street, Suite 1800

Envelopeld Stamping: Enabled

Oakland, CA 94612

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Carol.Lewis-Parks@kp.org

IP Address: 163.116.140.221

Record Tracking

Status: Original

Holder: Carol Lewis-Parks

Location: DocuSign

9/12/2025 10:35:01 AM

Carol.Lewis-Parks@kp.org

Signer Events

Brandon E Cuevas

Brandon.E.Cuevas@kp.org

EVP, National Health Plan

Security Level: Email, Account Authentication (None)

Signature

Signed by:

349712705EF8493...

Signature Adoption: Pre-selected Style

Using IP Address: 68.111.86.5

Timestamp

Sent: 9/12/2025 10:43:27 AM

Viewed: 9/17/2025 10:28:33 PM

Signed: 9/17/2025 10:36:13 PM

Electronic Record and Signature Disclosure:

Accepted: 9/17/2025 10:28:33 PM

ID: 1188ed85-5a09-4d73-a7d2-e42e2dc937c0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/12/2025 10:43:27 AM

Certified Delivered

Security Checked

9/17/2025 10:28:33 PM

Signing Complete

Security Checked

9/17/2025 10:36:13 PM

Completed

Security Checked

9/17/2025 10:36:13 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Kaiser Permanente (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Kaiser Permanente:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joshua.k.chmil@kp.org

To advise Kaiser Permanente of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at joshua.k.chmil@kp.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Kaiser Permanente

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to joshua.k.chmil@kp.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Kaiser Permanente

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to joshua.k.chmil@kp.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Kaiser Permanente as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Kaiser Permanente during the course of your relationship with Kaiser Permanente.









Fried Settlement Agreement

Final Audit Report

2025-09-18

Created:	2025-09-18
By:	Christopher Berman (cberman@shamisgentile.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXGftc7ouswWOdFFveIZVcl5UMxYP2VVQ

"Fried Settlement Agreement" History

-  Document created by Christopher Berman (cberman@shamisgentile.com)
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