

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 1:17-CV-62100-MORENO/SELTZER

KATIRIA RAMOS, Individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

HOPELE OF FORT LAUDERDALE, LLC  
d/b/a PANDORA @ GALLERIA, a Florida  
limited liability company, and PANDORA  
JEWELRY, LLC, a Maryland limited liability  
company,

Defendants.

**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 Katiria Ramos (“Plaintiff” or “Class Representative”), on behalf of herself and the Settlement Class, and Defendants Hopele of Fort Lauderdale, LLC d/b/a Pandora @ Galleria (“Hopele”), and Pandora Jewelry, LLC (“Pandora”) (Hopele and Pandora collectively, “Defendants”). Plaintiff and Defendants will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, on October 26, 2017, Plaintiff filed the Class Action Complaint (the “Complaint”) on behalf of herself and a putative class in the lawsuit styled *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.) (“Action”), which asserts claims under the Telephone Consumer Protection Act (“TCPA”);

WHEREAS, Plaintiff alleges that she and members of the class received text messages from Hopele and/or Pandora without prior express consent or express written consent, which allegedly harmed her and the class (the “Allegations”);

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

WHEREAS, on September 20, 2018, the district court adopted the report and recommendation granting summary judgment for Defendants on all claims [DE 145] and entered Judgment for Defendants on September 21, 2018 [DE 146];

WHEREAS, on October 19, 2018, Plaintiff appealed the district court’s judgment in favor of Defendants to the Eleventh Circuit, which was assigned Appeal No. 18-14456-DD (“Appeal”) [DE 153];

WHEREAS, for over four months, with the assistance of a Circuit Mediator, the Parties

and their counsel engaged in intensive arm's-length negotiations in an attempt to resolve the Action and Appeal with a view toward achieving substantial benefits for the Settlement Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, the Parties' counsel and Defendants' representatives reached an agreement in principle to resolve the Action and Appeal;

WHEREAS, on May 2, 2019, the Eleventh Circuit, pursuant to the Parties' request, stayed the Appeal and remanded the Appeal on a limited basis for further proceedings regarding approval and effectuation of the settlement reached between the Parties [DE 158];

WHEREAS, Plaintiff, on behalf of herself and as the representative of the Settlement Class, and Defendants desire to resolve the dispute between them;

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 Class;

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

WHEREAS, Defendants deny any and all liability or wrongdoing to the Class Representative and to the Settlement Class., but have concluded that further litigation would be protracted and expensive, have taken into account the uncertainty and risks inherent in this Action and the Appeal, and have determined that it is desirable that the Action, Appeal, 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 dismissed 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 JND Legal Administration (“JND”), 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 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 administering this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendants. Class Counsel and Counsel for Defendants 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 Defendants may move the Court to substitute a different entity as Administrator on a showing of good cause.

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

C. “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 Class) for all attorneys’ fees, and adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, and videographer expenses, expert fees and costs, and document review and production costs) incurred by Plaintiff or Class Counsel in connection with the Action.

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

E. “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 or filed through the Settlement Website, which shall occur no later than thirty (30) days after the Final Approval Hearing. All Claims postmarked or filed through the Settlement Website on or before the Claim Deadline shall be considered timely, and all Claims postmarked or filed through the Settlement Website after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

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

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

H. “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.

I. “Class Counsel” means: (a) Scott A. Edelsberg, Esq., Edelsberg Law, P.A., 19495 Biscayne Boulevard #607, Aventura, Florida 33180; (b) Andrew J. Shamis, Shamis and Gentile, P.A., 14 NE 1st Avenue, Suite 400, Miami, Florida 33132; (c) Manuel S. Hiraldo, Hiraldo P.A., 401 E. Las Olas Boulevard, Suite 1400, Fort Lauderdale, Florida 33301; and (d) Joshua Levine of Kopelowitz Ostrow Ferguson Weiselberg Gilbert, One West Las Olas Blvd., Suite 500, Fort Lauderdale, Florida 33301.

J. “Class Notice” means the program of notice described in Section III(B) of this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement.

K. “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 sixty (60) days before the Final Approval Hearing.

L. “Class Period” means the time period from October 26, 2013 through the date of certification.

M. “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.

N. “Counsel for Hopele” means: Jeffrey B. Pertnoy and Lawrence Silverman, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, FL 33131; Kristen Fiore, 106 East College Avenue, Suite 12, Tallahassee, FL 32301

O. “Counsel for Pandora” means: Ian C. Ballon and Nina D. Boyajian, Greenberg

Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067; Mark A. Salky, Greenberg Traurig, P.A., 333 S.E. 2nd Avenue, Miami, FL 33131.

P. “Court” means the U.S. District Court for the Southern District of 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 this Agreement is deemed Final as defined in paragraph U. below, without material change to the Agreement or Final Approval Order, or such date as the Parties otherwise agree in writing.

S. “E-mail Notice” means the notice that is sent by e-mail by the Administrator to Settlement Class Members, in substantially the form attached as **Exhibit 2** to this Agreement.

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. “Final” or “Finally Approved” or “Final Approval” of this Agreement means the later of the date that (i) the time has run for any appeals from the Final Approval Order, or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement.

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 proposed order that will be attached to the Motion for Final Approval, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Federal 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 constituting 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 3** to this Agreement.

X. "Mail Notice" means the postcard individual notice that is mailed by the Administrator to Settlement Class Members, in substantially the form attached as **Exhibit 4** to this Agreement.

Y. "Net Settlement Fund" means the money remaining in the Settlement Fund, as defined below, after subtracting all Attorneys' Fees and Expenses, all Notice and Administration Costs, and any Service Award.

Z. "Notice and Administrative Costs" means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendants 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 e-



mail or mailing addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments. Notice and Administrative Costs shall not exceed \$75,000.

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 forty-five (45) 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 filed in writing with Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than forty-five (45) days before the Final Approval Hearing.

CC. “Preliminary Approval Order” means an order to be entered by the Court preliminarily certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 5**, without material change.

DD. “Released Claims” means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, known or unknown, suspected or unsuspected, that are related to the causes of action asserted in the Complaint that were or could have been asserted in the Complaint, the Action, or that relate to or arise from the Allegations against Defendants,

including any and all claims under the TCPA or any related state or federal analogue for any text messages sent by (i) Hopele, (ii) Hopele of Tallahassee, LLC, (iii), Hopele of Flat Iron, LLC, (iv) Hopele of Birmingham, LLC, (v) Hopele of Altamonte, LLC, and/or (vi) HLCP Partners of Birmingham, LLC (collectively, the “Other Hopele Entities”) all on behalf of themselves and/or Pandora.

EE. “Released Parties” means (i) Defendants, (ii) Pandora Franchising, LLC, and (iii) the Other Hopele Entities, and each of their affiliates, agents, employees, subsidiaries, predecessors, successors, parents, co-venturers, divisions, joint ventures and assigns, as well as each of those entities’ or persons’ past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, guarantors, and assigns.

FF. “Request for Exclusion” means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

GG. “Service Award” means any approved payment to the Class Representative.

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

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

All persons in the United States who, from October 26, 2013 through the date of the Preliminary Approval Order, received a text message from (i) Hopele, and/or (ii) the Other Hopele Entities, without providing prior express written consent to those entities or Pandora.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2)

Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants, and the officers, directors, agents, servants, or employees of Defendants; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

JJ. "Settlement Class Claimant" means any Settlement Class Member who submits a Claim in accordance with this Agreement.

KK. "Settlement Class Data" means data relating to a maximum of 144,312 persons who, according to Hopele and the Other Hopele Entities' records, may have received text messages from Hopele and/or the Other Hopele Entities, and may be Settlement Class Members. The Settlement Class Data shall be treated as Confidential Information.

LL. "Settlement Class member(s)" means any member of the Settlement Class.

MM. "Settlement Class Member(s)" means any member of the Settlement Class who does not timely request Exclusion from the Settlement.

NN. "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 Payments to be made.

OO. "Settlement Fund" means the total maximum amount that Defendants have agreed to make available—which shall not exceed \$525,000.00—to cover the Claim Settlement Payments, all Attorneys' Fees and Expenses, all Notice and Administration Costs, and any Service Award in settlement in full of this Action.

PP. "Settlement Fund Account" means the account into which Defendants will

deposit the Settlement Fund.

QQ. “Settlement Website” means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

## **II. SETTLEMENT TERMS**

### **A. Certification of Settlement Class and Conditional Nature of Agreement**

For settlement purposes only, Defendants conditionally agree and consent to certification of the Settlement Class. Defendants’ 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. 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 Federal Rules of Civil Procedure, Federal Rule of Evidence 408, and any applicable state law or rule of civil procedure or evidence.

Defendants deny 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 or the Appeal, as well as all class action allegations asserted in the Action. Defendants have agreed to resolve this Action and the Appeal through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action and the Appeal 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 Defendants retain and reserve all of these rights and agree not to take a position to the contrary.

**B. Settlement Class Relief**

In consideration for the Releases set forth in Section V of this Agreement, Defendants shall provide the following relief:

Defendants will make available the Settlement Fund for payment to Settlement Class Claimants, on a claims-made basis, with payment being made to each Settlement Class Claimant on a pro rata basis, based on the number of claims, payable from the Net Settlement Fund.

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.

Within sixty (60) days after the Effective Date, 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. Checks will be valid for one hundred and twenty (120) days from the date on the check.

Except as provided in this Section and any Service Award that the Court awards to Plaintiff, Defendants shall have no obligation to make any other or further payments of any kind related in any way to the settlement of the Action, to Plaintiff, any Settlement Class Member, or anyone else.

**C. Settlement Approval**

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendants. Papers in support of Final Approval, Attorneys' Fees and Expenses, and the Service Award shall be filed no later than thirty (30) days before the Final Approval Hearing.

**D. Service Award and Attorneys' Fees and Expenses**

**1. Service Award**

Class Counsel will request, and Defendants will not oppose, a Service Award not to exceed \$5,000.00, to be paid by the Settlement Administrator to Plaintiff from the Settlement Fund. If the Court awards the Service Award, then Plaintiff will provide to the Settlement Administrator a completed IRS Form W-9 within fifteen (15) days after the later of the Effective Date or the date the Settlement Administrator receives a completed IRS Form W-9 from Plaintiff.

**2. Attorneys' Fees and Expenses**

Class Counsel will request, and Defendants will not oppose, an award of Attorneys' Fees not to exceed 33<sup>1/3</sup>% of the Settlement Fund, along with an award of Class Counsel's reasonable expenses to be paid by the Settlement Administrator from the Settlement Fund. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and neither the Settlement Administrator nor the Defendants shall have any responsibility, role, or liability in connection with such allocation. The Settlement Administrator shall pay the Fee & Expense Award to Class Counsel from the

Settlement Fund within 15 days of the Effective Date.

### **III. CLAIMS ADMINISTRATION**

#### **A. Administrator**

The Parties have agreed on JND 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 Payments, 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 E-mail Notice and Mail Notice to the Settlement Class, 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.

All Notice and Administrative Costs shall be paid from the Settlement Fund. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Settlement Class Members as a result of, or that arise from, any Claim Settlement Payment or any other term or condition of this Agreement. Defendants shall not be obligated to compute, estimate, or

pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, or the Administrator. In no event shall Notice and Administrative Costs exceed \$75,000.

The Administrator shall prepare, send, file, and furnish all tax information reporting forms required for payments made from the Settlement Fund Account as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations. The Parties hereto agree to cooperate with the Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this section.

Qualified Settlement Fund. The funds in the Settlement Fund Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times commencing upon the creation of the Settlement Fund Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendants, Defendants’ counsel, Plaintiff and/or Class Counsel with respect to income earned by the Settlement Fund Account for any period during which the Settlement Fund Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund Account. Defendants and Defendants’ counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes. The Settlement Fund Account shall indemnify and hold Defendants and Defendants’ counsel and Plaintiffs and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

**B. Notice**



### **1. Notice to the Settlement Class**

Class Counsel and Defendants 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 Defendants' logos or trademarks or the return addresses of Defendants, or otherwise be styled to appear to originate from Defendants. However, the Notices may include Defendants' legal business names or d/b/a names in order to accurately convey the Defendants' identities. At Defendants' request, ownership of the Settlement Website URL shall be transferred to Defendants within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following distribution of the Net Settlement Fund to Settlement Class Claimants, or such other date as Class Counsel and Defendants may agree upon in writing.

### **2. Settlement Class Data**

Within ten (10) days after entry of the Preliminary Approval Order, Defendants—if they have not already done so—will provide to the Administrator the Settlement Class Data in electronic format. Using the Settlement Class Data, the Administrator will determine the e-mail addresses and mailing addresses associated with each of the telephone numbers of the Settlement Class Members.

### **3. E-mail Notice**

By the Class Notice Date, the Administrator shall send by e-mail one copy of the E-mail Notice to every Settlement Class Member for whom there is an e-mail address.

### **4. Mail Notice**

The Administrator shall use Mail Notice only for any Settlement Class members who do

not have e-mail addresses or for any Settlement Class members from whom E-mail Notices were returned as undeliverable. For those Settlement Class members only, the Administrator, by the Class Notice Date, shall by first class U.S. Mail send one copy of the Mail Notice. After posting of the Mail Notice by the Administrator with the United States Postal Service, for any Mail Notices returned as undeliverable, the Administrator shall use the National Change of Address database (the "NCOA") or skip-tracing in an attempt to obtain better addresses for such returned Mail Notices, and should the NCOA or skip-tracing show a more current address, the Administrator shall post the returned Mail Notice to the more current address.

### **5. Long-Form Notice**

Mail Notice and Email Notice will all contain the address for the Settlement Website, [www.RamosTCPAclassaction.com](http://www.RamosTCPAclassaction.com). On the website, Settlement Class members will find important documents and court filings, including the Long-Form Notice, which will contain more detail than the Mail Notice and Email Notice. The Long Form Notice will be sent to all Settlement Class members who contact the Administrator by telephone or email and request a copy.

### **6. 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 shall include the address (URL) of [www.RamosTCPAclassaction.com](http://www.RamosTCPAclassaction.com). for the Settlement Website. The

Administrator shall maintain the Settlement Website until at least sixty (60) days following the Claim Deadline.

**7. IVR**

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an Interactive voice response (“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.

**8. CAFA Notice**

The Administrator shall serve notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, within the timelines specified by 28 U.S.C. § 1715(b). Defendants will provide the Court with confirmation of service on or before the date of the Final Approval Hearing.

**C. Claim Filing, Review, and Approval Process**

**1. Claim Form**

To submit a valid Claim, Settlement Class Members must correctly provide all 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, and affirm that the documents and information provided are true and accurate under penalty of perjury: (a) Settlement Class Claimant’s name, current address, telephone number, and e-mail address; (b) Settlement Class Claimant’s telephone number that received a text message from Hopele or the Other Hopele Entities, (c) an affirmation that the Settlement Class Claimant received a text message from Hopele or the Other Hopele Entities within the Class Period; (d) an affirmation that the Settlement Class Claimant is the current subscriber for the telephone number mentioned in subsection (b); and (e) a declaration under penalty of

perjury that all information and representations contained in the Claim Form are true and correct.

## **2. Claim Filing Process**

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment in one of two ways: (i) by sending by U.S. mail a written and fully and accurately completed Claim Form, on a date no later than the Claim Deadline; (ii) by filing a written and fully and accurately completed Claim Form online at [www.RamosTCPAclassaction.com](http://www.RamosTCPAclassaction.com), on a date no later than the Claim Deadline. Any Settlement Class Member who does not mail or file online 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.

## **3. Invalid Claims**

Any Settlement Class Member who fails to submit a timely, accurate, and fully completed, valid Claim Form, executed under penalty of perjury, 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; and that the Settlement Class Claimant is a member of the Settlement Class. All such Claim criteria shall be strictly enforced. Any Settlement Class Claimant's failure to provide any of the required

affirmations or information shall result in the Claim being deemed invalid, and Defendants 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.

## **5. Settlement Class Payment List**

At least five (5) days before the Final Approval and then again at least forty-five (45) days, but no more than sixty (60) days after the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendants with the Settlement Class Payment List.

### **D. Opt-Out Rights**

#### **1. Opt-Out Requirements**

A Settlement Class member who wishes to opt-out of the Settlement Class 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 telephone number at which the person received a text message from Hopele or the Other Hopele Entities (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 Class in the Action, and that the person is otherwise a member of the Settlement Class in the proposed settlement of *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.).

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, and shall be bound by 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.

**2. Opt-Outs Not Bound**

Any Settlement Class member who properly opts out of the Settlement Class 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 Defendants with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

**4. Right To Terminate Based on Volume of Opt-Outs**

If the number of Settlement Class members who properly and timely exercise their right to opt out of the Settlement Class exceeds five percent (5%) of the total number of Settlement Class members, Defendants shall have the right to terminate this Agreement.

**5. 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 bound by the terms of this Agreement upon the issuance of a Final Approval Order.

**E. Objections**

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 Class Counsel and Counsel for Defendants (at the addresses identified in Sections I(I) and I(N)), 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 her 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 the objector's counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by them that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming 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 Defendants 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 Hopele and/or the Other Hopele Entities 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 Settlement Class Member who objects to the Settlement without further leave of court. If the Settlement Class Member 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**

**1. Settlement Fund**

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Class, any Attorneys' Fees and Expenses, any Service Award, and all Notice and Administrative Costs. The Settlement Fund shall be the sole and exclusive monetary contribution or consideration paid or provided by Defendants under this Settlement Agreement and Defendants shall not, under any circumstances, be obligated to pay any other additional amounts beyond the amount set forth in the definition of Settlement Fund. Any part of the Settlement Fund that is not used to provide relief for the Settlement Class, Attorneys' Fees and Expenses, any Service Award, and any Notice and Administrative Costs shall remain with, or if required, be reimbursed to, Defendants.

**2. Funding**

Within 15(fifteen) days following the entry of the Preliminary Approval Order, Defendants shall deposit the first \$75,000.00 (seventy-five thousand dollars) the Settlement Fund into the Settlement Fund Account, which shall be held in an escrow account selected by the Administrator. The Administrator shall be entitled to use these funds for Notice and Administration costs and expenses. Within 15 (fifteen) days following the Effective Date, Defendants shall deposit the remaining \$450,000.00 (four hundred and fifty thousand dollars), of the Settlement Fund into the Settlement Fund Account.

**3. Distribution**

The Administrator shall pay any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms within sixty (60) days after the Effective

Date. In the event that there is any residual in the Settlement Fund Account after the distributions required by this Agreement are completed due to uncashed checks that have expired, said funds shall in no circumstance revert to Defendants. At the election of Class Counsel and counsel for Defendants, and subject to the approval of the Court, the funds may be distributed to Settlement Class Claimants who cashed their checks via a secondary distribution if economically feasible or through a residual cy pres program to Consumer Reports, specifically earmarked to their campaign against robocalls. Any residual secondary distribution or cy pres distribution shall be paid as soon as reasonably possible following the completion of distribution of funds to the Settlement Class Members.

**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, claims, 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 Class. 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 Class.

**H. Termination of Agreement**

Either Party shall have the right in her 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, within one-hundred eighty (180) days 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, within three-hundred sixty (360) days 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.

**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. Final Judgment of Claims**

The Parties agree that upon the entry of the Final Approval Order, the Parties shall petition the Court for the entry of a final judgment, which, when entered, shall constitute an adjudication on the merits and shall bind the Class Representative and all Settlement Class Members except only for those who do not timely and properly submit a Request for Exclusion from the Settlement. The Action shall thereafter be dismissed with prejudice in accordance with the Final Approval Order.

**C. Continuing Jurisdiction of Court**

The Court shall retain exclusive and continuing jurisdiction over this Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

**V. RELEASES**

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class 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 Representatives, the Settlement Class, 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Class Representative, the Settlement Class, 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 Class, 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.

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 she may have against any of the Released Parties.

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) she is the sole and exclusive owner of her own Released Claims; (b) that she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) that she will not assign or otherwise transfer any interest in any of the Released Claims; and (d) that she has no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement. If Plaintiff breaches the representations and warranties set forth in this Section, she shall

indemnify and hold harmless Defendants, their 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 Plaintiff of her representations and warranties in this Section.

Class Counsel represent and warrant that: (a) they know of no other persons with claims against Defendants who are not included in the Settlement Class and whose claims will not be released upon the Effective Date of this Agreement; (b) they will keep confidential and not publicly disclose, disseminate, or use any of the information in the Settlement Class Data; and (c) they will not advertise for or solicit individuals to bring any additional lawsuits or claims against Released Parties.

## **VII. MISCELLANEOUS PROVISIONS**

### **A. Receipt of Advice of Counsel**

Each Party acknowledges, agrees, and specifically warrants that 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. To that end, neither the Parties nor any person acting on their behalf shall seek to solicit or otherwise encourage anyone to opt-out of the Agreement or to object to the Agreement or to appeal from any order of the Court that is consistent with the terms 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**

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 herself or the Settlement Class, against Defendants. Defendants expressly deny and disclaim any liability or wrongdoing. The existence, contents, and terms of 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 Defendants, 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 purpose 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. 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.

**M. Successors**

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

**N. 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, except to the extent that federal law governs. The adequacy of the settlement, any determination

regarding Class Counsel's fees and expenses, and any Service Award shall be governed by federal law.

**O. 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.

**P. 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.

**Q. Exhibits**

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

**R. 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.

**S. Facsimile and Electronic Mail**

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

**T. 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.

**U. 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 Defendants. The Parties further agree that before the entry of Final Approval of the Settlement, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed on by all Parties, no information will be provided in response to such inquiries.

For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

**[Remainder of Page Intentionally Left Blank]**

CASE NO.: 1:17-CV-62100-MORENO/SELTZER

PLAINTIFF

Katiria Ramos

Date

DEFENDANT PANDORA JEWELRY, LLC

Title: Vice President

6/24/19  
Date

DEFENDANT HOPELE OF FORT LAUDERDALE, LLC

Title: Managing Member

6/24/19  
Date

CLASS COUNSEL

Manuel S. Hiraldo, Esq.  
HIRALDO P.A.

Date

PANDORA'S COUNSEL - APPROVED AS TO FORM

Nina D. Boyajian, Esq.  
Greenberg Traurig, LLP

6/24/19  
Date

HOPELE'S COUNSEL - APPROVED AS TO FORM

Jeffrey Pertnoy, Esq.  
Akerman, LLP

6/24/19  
Date

CASE NO.: 1:17-CV-62100-MORENO/SELTZER

PLAINTIFF

*Katiria Ramos*

Katiria Ramos

Jun 24, 2019

Date

DEFENDANT PANDORA JEWELRY, LLC

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

DEFENDANT HOPELE OF FORT LAUDERDALE, LLC

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

CLASS COUNSEL

*Manuel S. Hiraldo*

Manuel S. Hiraldo, Esq.

HIRALDO P.A.

6/24/2019

Date

PANDORA'S COUNSEL - APPROVED AS TO FORM

\_\_\_\_\_  
Nina D. Boyajian, Esq.  
Greenberg Traurig, LLP

\_\_\_\_\_  
Date

HOPELE'S COUNSEL - APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey Pertnoy, Esq.  
Akerman, LLP

\_\_\_\_\_  
Date

# EXHIBIT 1



## CLAIM FORM

**TO RECEIVE A PAYMENT, YOU MUST COMPLETE AND SIGN THIS CLAIM FORM AND SUBMIT IT TO THE SETTLEMENT ADMINISTRATOR (SEE SUBMISSION INFORMATION BELOW) BY [DATE].**

Please read this form carefully and follow the instructions below. **Step 1:** provide the requested information. **Step 2:** sign the certification. **Step 3:** submit the Claim Form using one of the identified methods. You may submit this Claim Form online by [DATE] or you may print out and mail this form, postmarked on or before [DATE], to:

Ramos v. Hopele Settlement  
c/o JND Legal Administration  
\_\_\_\_\_

**YOU ARE ONLY ENTITLED TO SUBMIT A CLAIM FORM IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS.** See the Long Form Notice online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1-\_\_\_\_\_- if you have questions as to whether you are a member of the Settlement Class.

Each Settlement Class Member is entitled to submit only one claim. Your claim may be rejected if you do not provide the information requested below. Your claim will also be rejected if you do not sign the Claim Form.

### STEP 1: CLAIMANT INFORMATION

Name: \_\_\_\_\_  
*First Middle Last*

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Current Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Class Member ID\*: \_\_\_\_\_

\*This number is the 10-digit alphanumeric number located in the Notice you received. If you do not provide this number, your claim form may be rejected.

Please provide the 10-digit cellular telephone number at which you were sent a text message relating to offers available at certain Pandora stores.

Telephone Number: \_\_\_\_\_

Please identify from which Pandora store you believe you were sent a text message.

\_\_\_\_\_

Please identify the date(s) on which you believe you were sent a text message relating to offers available at certain Pandora stores.

\_\_\_\_\_

## STEP 2: CERTIFICATION

**I hereby certify under penalty of perjury that I have received notice of the class action Settlement in this case and I am a member of the class of persons as described in the Notice. I certify under penalty of perjury that the above information is true to the best of my knowledge.** I understand that the Settlement Administrator, Class Counsel, and Defense Counsel have the right to verify my responses or otherwise dispute any claims that are based on inaccurate responses.

\_\_\_\_\_  
*Signature*

Date    \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
          MM    DD    YY

## STEP 3: METHODS OF SUBMISSION

**Please complete the Claim Form above and return it by one of the following methods:**

- [1] By completing this online Claim Form and clicking "submit" below by **[DATE]**.
- [2] By mailing, at your own expense, a completed and signed Claim Form to the Settlement Administrator, postmarked no later than **[DATE]**, to:

Ramos v. Hopele Settlement  
c/o JND Legal Administration  
\_\_\_\_\_

# EXHIBIT 2

Dear [NAME],

You Are Receiving this Notice Because You May Have Received a Text Message Relating to Offers Available at  
Certain Pandora Jewelry Stores

**You May Be Entitled to a Payment from a Class Action Settlement**

Visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) for more information

**Unique ID: XXXXXX**

***PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION.***

A settlement has been reached in a class action lawsuit *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.), claiming that Defendants Hopele of Fort Lauderdale, LLC d/b/a Pandora @ Galleria (“Hopele”), and Pandora Jewelry, LLC (“Pandora”) (collectively, “Defendants”) impermissibly sent text messages relating to offers available at certain Pandora stores to wireless telephone numbers without the prior written consent of the recipients in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227. Defendants deny the allegations in the lawsuit, and the Court has not decided who is right.

**Who’s Included?** You received this email because records indicate that you may be a Settlement Class Member. The Settlement includes all persons in the United States who received one or more text messages sent by (i) Hopele, (ii) Hopele of Tallahassee, LLC, (iii), Hopele of Flat Iron, LLC, (iv) Hopele of Birmingham, LLC, (v) Hopele of Altamonte, LLC, and/or (vi) HLCP Partners of Birmingham, LLC on behalf of Defendants relating to offers available at certain Pandora from October 26, 2013 through xxxxx, 2019.

**What Are the Settlement Terms?** Defendants have agreed to make \$525,000 available to pay individuals who submit valid claim forms, settlement administration costs, attorneys’ fees, a service award to the Class Representative, and costs and expenses of the litigation. Subject to the qualification set forth at the end of this paragraph, each Settlement Class Member who submits a valid claim form will be entitled to receive a cash payment. There is a limit of one claim per Settlement Class. Upon receipt of a valid Claim Form, the Administrator will determine whether you are entitled to a payment. Depending on how many valid claim forms are submitted, it is possible that each Settlement Class Member’s payment will be reduced on a pro-rata basis to cover settlement administration costs, attorneys’ fees, a service award to the named Plaintiff, and the costs and expenses of the litigation.

**How Can I Get a Payment?** To get a payment, you must submit a complete Claim Form online at \_\_\_\_\_ .com or print the Claim Form and mail it to the Settlement Administrator at the address provided on the Claim Form. A Claim Form must be submitted online by 11:59 p.m. EST on xxxxxx, 2019 or postmarked by xxxxxx, 2019.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by xxxxxx, 2019. To exclude yourself from the Settlement, you must send a timely letter by mail to: Ramos v. Hopele Settlement, c/o JND Legal Administration, \_\_\_\_\_. Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be “excluded from the Settlement Class” and that, absent of

excluding yourself or “opting out,” you are “otherwise a member of the Settlement Classes in the proposed settlement of *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.).” The request should also include your full name, address, and telephone number(s). If you timely request exclusion from the Settlement, you will be excluded and will not be bound by the judgment entered, and you will not be precluded from prosecuting any timely, individual claim against the Defendants. Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

You may object to the Settlement by xxxxxxxx, 2019. The Long Form Notice available on the Settlement Website listed below explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on xxxxxx, 2019, to consider whether to approve the Settlement, a request for attorneys’ fees of up to \_\_\_% of \$525,000, costs of up to \$\_\_\_\_\_, and a service award of \$\_\_\_\_\_ to the named Plaintiff. The Motion for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. The Court will decide the amount of fees and expenses to award. You may appear at the hearing, subject to the requirements set by the Court, either yourself or through an attorney you hire, but you don’t have to.

For more information, including to view the Settlement Agreement and related Court documents, visit the Settlement Website or call the Settlement Administrator at the website or number designated below. You may also contact \_\_\_\_\_, Class Counsel at \_\_\_\_\_ or calling \_\_\_\_\_.

**Questions? Call 1-XXX-XXX-XXXX toll free or visit [www.XXXX.com](http://www.XXXX.com)**

# EXHIBIT 3

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

**You Are Receiving this Notice Because You May Have Received a Text Message Relating to Offers Available at Certain Pandora Jewelry stores. You May Be Entitled to a Payment from a Class Action Settlement.**

*A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- This notice concerns the proposed Settlement to resolve claims in the lawsuit *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.).<sup>1</sup>
- Plaintiff Katiria Ramos (“Plaintiff”) alleges that Defendants Hopele of Fort Lauderdale, LLC d/b/a Pandora @ Galleria (“Hopele”), and Pandora Jewelry, LLC (“Pandora”) (collectively, “Defendants”), violated the Telephone Consumer Protection Act 47 U.S.C. § 227, et seq. (the “TCPA”) by sending text messages using an automatic telephone dialing system to the cellular telephones of persons who had not previously consented in writing to receive such text messages.
- Defendants deny Plaintiff’s allegations, deny any wrongdoing whatsoever, and have not conceded the truth or validity of any of the claims against them. By entering into the Settlement, the parties seek to avoid the risks and costs associated with further litigation. The Court has not decided who is right.
- The Settlement offers payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will receive your payment by check.
<b>EXCLUDE YOURSELF</b>	You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement.
<b>OBJECT</b>	Write to the Court if you do not like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to

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<sup>1</sup> Capitalized terms have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website below.

	bring your own lawsuit against Defendants about the Claims in this case.
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- These rights and options-**and the deadlines to exercise them**-are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

## BASIC INFORMATION

### 1. Why is there a Settlement?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.) and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Frederico A. Moreno of the United States District Court, Southern District of Florida, is overseeing this case.

### 2. What is this lawsuit about?

The lawsuit alleges that Defendants sent text messages to Plaintiff's wireless telephone number without prior express written consent in violation of the TCPA, and seeks actual and statutory damages under the TCPA on behalf of the named Plaintiff and a class of all individuals in the United States. Specifically, the Complaint alleges that Defendants sent text messages relating to offers available at certain Pandora stores.

Defendants deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiff's Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.settlementwebsite.com](http://www.settlementwebsite.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

### 3. What is the Telephone Consumer Protection Act?

The TCPA is a federal law that restricts telephone solicitations and the use of automated telephone equipment. The Plaintiff here alleged that Defendants sent marketing text messages to individuals without the requisite prior express written consent in violation of the TCPA. Among other things,



Defendants deny that they used an automatic dialing system, as is required by the TCPA, and also deny that they did not have consent.

#### **4. Why is this a class action?**

In a class action, the individual called the “Class Representative” (in this case, Plaintiff Katiria Ramos) sues on behalf of herself and other people with similar claims. All of the people who have claims similar to the Plaintiff are members of the Settlement Class, except for those who exclude themselves from the class.

#### **5. Why is there a settlement?**

The Court has not found in favor of either Plaintiffs or Defendants. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

### **WHO IS PART OF THE SETTLEMENT**

#### **6. Who is included in the Settlement?**

The Settlement Class consists of:

All persons who, from October 26, 2013 through the present, received a text message from (i) Hopele, (ii) Hopele of Tallahassee, LLC, (iii), Hopele of Flat Iron, LLC, (iv) Hopele of Birmingham, LLC, (v) Hopele of Altamonte, LLC, and/or (vi) HLCP Partners of Birmingham, LLC without providing prior express written consent to those entities or Pandora.

(i) Hopele of Tallahassee, LLC, (ii), Hopele of Flat Iron, LLC, (iii) Hopele of Birmingham, LLC, (iv) Hopele of Altamonte, LLC, and (v) HLCP Partners of Birmingham, LLC shall collectively be referred to as the “Other Hopele Entities.”

People included in the Settlement Class are called “Settlement Class Members.”

Excluded from the Settlement Class are (1) the trial judge presiding over this case; (2) Defendants and the Other Hopele Entities as well as any parent, subsidiary, affiliate or control person of Defendants and the Other Hopele Entities, and the officers, directors, agents, servants or employees of Defendants and the Other Hopele Entities; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

#### **7. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at \_\_\_\_\_.com or call the toll-free number, 1-\_\_\_\_\_. You also may send questions to the Settlement Administrator at \_\_\_\_\_.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement provide?

Defendants have agreed to make \$525,000 available to pay individuals who submit valid claim forms, settlement administration costs, attorneys' fees, a service award to the Class Representative, and costs and expenses of the litigation. Each Settlement Class Member who timely submits a valid Claim Form will be entitled to receive a cash payment. There is a limit of one claim per Settlement Class. Upon receipt of a valid Claim Form, the Administrator will determine whether you are entitled to a payment. Depending on how many valid claim forms are submitted, it is possible that each Settlement Class Member's payment will be reduced on a pro-rata basis to cover settlement administration costs, attorneys' fees, a service award to the named Plaintiff, and the costs and expenses of the litigation.

### 9. How do I file a claim?

If you qualify for a cash payment, you must complete and submit a valid Claim Form online or print the form from the website and mail to the address on the form. You can file your Claim Form online at \_\_\_\_\_.com. The deadline to file a Claim is **11:59 p.m. EST on xxxx, 2019**.

### 10. When will I receive payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (see "Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendants or the Other Hopele Entities on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself; or it is sometimes referred to as "opting out" of the Settlement Class.

### 11. How do I get out of the settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Ramos v. Hopele Settlement  
c/o JND Legal Administration

Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be “excluded from the Settlement Class” and that, absent of excluding yourself or “opting out,” you are “otherwise a member of the Settlement Class in the proposed settlement of *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.).” The request should also include your full name, address, and telephone number(s).

Your exclusion request must be postmarked no later than **xxxxx, 2019**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

**12. If I do not exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Defendants and the Other Hopele Entities for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

**13. What am I giving up to stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendants or the Other Hopele Entities about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question \_\_\_\_ for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

**14. Will I receive a payment if I exclude myself from the Settlement?**

No. You will not get a payment if you exclude yourself from the Settlement.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in the case?**

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Scott A. Edelsberg, Esq.  
Edelsberg Law, P.A.  
19495 Biscayne Boulevard #607  
Aventura, Florida 33180  
[phone number]

Andrew J. Shamis  
Shamis and Gentile, P.A.  
14 NE 1st Avenue, Suite 400  
Miami, Florida 33132  
[phone number]

Manuel S. Hiraldo  
Hiraldo P.A.  
401 E. Las Olas Boulevard, Suite 1400  
Fort Lauderdale, Florida 33301  
[phone number]

Joshua Levine  
Kopelowitz Ostrow Ferguson Weiselberg Gilbert  
One West Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301  
[phone number]

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**16. How will the lawyers be paid?**

Class Counsel intend to request up to \_\_% of the Total Settlement Value for attorneys' fees plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation of up to \_\_. The fees and expenses awarded by the Court will be deducted from the Total Settlement Value. The Motion for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$\_\_ for the named Plaintiff to be deducted from the Total Settlement Value for their services as representative on behalf of all Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- 1) A heading that includes the case name and case number: *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.).
- 2) Your name, address, telephone number, the cell phone number at which you received text messages between October 26, 2013 through xxxxx, 2019 from Hopele or the Other Hopele Entities relating to offers available at certain Pandora stores, and if represented by counsel, the name, bar number, address, and telephone number of your counsel;
- 3) A signed statement stating, under penalty of perjury, that you received one or more text messages between October 26, 2013 through xxxxx, 2019 sent by or on behalf of Defendants or the Other Hopele Entities relating to offers available at certain Pandora stores and are a member of the Settlement Class;
- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 5) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;
- 6) The number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- 8) Any and all agreements that relate to the objection or the process of objecting-whether written or verbal-between you or your counsel and any other person or entity.

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by xxxxx, 2019.

Clerk of the Court	Class Counsel	Defendants' Counsel
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United States District Court for the Southern District of Florida		<p>Ian C. Ballon Nina D. Boyajian Greenberg Traurig, LLP 1840 Century Park East Suite 1900 Los Angeles, CA 90067</p> <p>Mark A. Salky Greenberg Traurig, P.A. 333 S.E. 2nd Avenue Miami, FL 33131</p> <p>Jeffrey B. Pertnoy Lawrence Silverman Three Brickell City Centre 98 SE 7<sup>th</sup> Street Miami, Florida 33131</p>
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**18. What is the difference between objecting and asking to be excluded?**

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

### THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Final Approval Hearing”).

**19. When and where will the Court decide whether to approve the Settlement?**

The Court has scheduled a Final Approval Hearing on \_\_\_\_\_, 2019 at \_\_\_\_\_ at the \_\_\_\_\_ U.S. Courthouse, \_\_\_\_\_. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.uscourts.gov](http://www.uscourts.gov) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees and expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

**20. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (see Question \_\_ above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**22. What happens if I do nothing?**

If you are a Settlement Class member and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

**MORE INFORMATION**

**23. How do I get more information?**

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You also may write with questions to the Settlement Administrator at \_\_\_\_\_, or call the toll-free number, 1-\_\_\_\_\_.

You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at \_\_\_\_\_, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of Florida, \_\_\_\_\_, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court Holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE DEFENDANTS TO INQUIRE ABOUT THIS SETTLEMENT.**

# EXHIBIT 4



You are receiving this Notice because you may have received a text message relating to offers available at certain Pandora Jewelry stores

**You May Be Entitled to a Payment from a Class Action Settlement**

Visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com)  
for more information

***PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION.***

A settlement has been reached in a class action lawsuit *Ramos v. Hopele of Fort Lauderdale, LLC*, Case No. 17-cv-62100 (S.D. Fla.), claiming that Defendants Hopele of Fort Lauderdale, LLC d/b/a Pandora @ Galleria (“Hopele”) and Pandora Jewelry, LLC (“Pandora”) (collectively, “Defendants”) impermissibly sent text messages relating to offers available at certain Pandora stores to wireless telephone numbers without the written the prior express written consent of the recipients in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227. Defendants deny the allegations in the lawsuit, and the Court has not decided who is right.

**Ramos v. Hopele**  
c/o JND Legal Administration  
\_\_\_\_\_

*Bar Code to Be Placed Here*  
Postal Service: Please do not mark Barcode

**ELECTRONIC SERVICE REQUESTED**

<<PRINTED ID>>  
Class Member ID: <<NameNumber>>

<<Name>>  
<<Address>>  
<<City>>, <<State>> <<Zip>>

**Who's Included?** You received this Notice because records indicate that you may be a Settlement Class Member. The Settlement includes all persons in the United States who received one or more text messages sent by (i) Hopele, (ii) Hopele of Tallahassee, LLC, (iii), Hopele of Flat Iron, LLC, (iv) Hopele of Birmingham, LLC, (v) Hopele of Altamonte, LLC, and/or (vi) HLCP Partners of Birmingham, LLC, on behalf of Defendants relating to offers available at certain Pandora stores from October 26, 2013 through xxxxx, 2019.

**What Are the Settlement Terms?** Defendants have agreed to make \$525,000 available to pay individuals who submit valid claim forms, settlement administration costs, attorneys' fees, a service award to the Class Representative, and costs and expenses of the litigation. Subject to the qualification set forth at the end of this paragraph, each Settlement Class Member who submits a valid claim form will be entitled to receive a cash payment. There is a limit of one claim per Settlement Class. Upon receipt of a valid Claim Form, the Administrator will determine whether you are entitled to a payment. Depending on how many valid claim forms are submitted, it is possible that each Settlement Class Member's payment will be reduced on a pro-rata basis to cover settlement administration costs, attorneys' fees, a service award to the named Plaintiff, and the costs and expenses of the litigation.

**How Can I Get a Payment?** To get a payment, you must submit a complete Claim Form online at \_\_\_\_\_ .com or print the Claim Form and mail it to the Settlement Administrator at the address provided on the Claim Form. **A Claim Form must be submitted online by 11:59 p.m. EST on \_\_\_\_\_, 2019 or postmarked by \_\_\_\_\_, 2019.**

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by \_\_\_\_\_, 2019. To exclude yourself from the Settlement, you must send a timely letter by mail to: Ramos v. Hopele Settlement, c/o JND Legal Administration, \_\_\_\_\_. Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be "excluded from the Settlement Class" and that, absent of excluding yourself or "opting out," you are "otherwise a member of the Settlement Classes in the proposed settlement of *Ramos v. Hopele of Fort Lauderdale, LLC, Case No. 17-cv-62100 (S.D. Fla.)*." The request should also include your full name, address, and telephone number(s). If you timely request exclusion from the Settlement, you will be excluded and will not be bound by the judgment entered, and you will not be precluded from prosecuting any timely, individual claim against the Defendants. Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

You may object to the Settlement by \_\_\_\_\_, 2019. The Long Form Notice available on the Settlement Website listed below explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on \_\_\_\_\_ 2019, at \_\_\_\_ EST, to consider whether to approve the Settlement, a request for attorneys' fees of up to \_\_\_\_% of \$525,000, costs of up to \$\_\_\_\_\_, and a service award of \$\_\_\_\_ to the named Plaintiff. The Motion for these fees and expenses will be posted on the Settlement Website when they are filed with the Court. The Court will decide the amount of fees and expenses to award.

You may appear at the hearing, subject to the requirements set by the Court, either yourself or through an attorney you hire, but you don't have to.

**ACTIVE 43468273v2**

**How Can I Get More Information?** For more information, including to view the Settlement Agreement and related Court documents, visit the Settlement Website or call the Settlement Administrator at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or 1-\_\_\_\_\_. You may also contact \_\_\_\_\_, Class Counsel, through [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or calling \_\_\_\_\_.

ACTIVE 43468273v2

# EXHIBIT 5

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:17-cv-62100-FAM

KATIRIA RAMOS,  
individually and on behalf of all  
others similarly situated,

Plaintiff,

CLASS ACTION

JURY TRIAL DEMANDED

v.

HOPELE OF FORT LAUDERDALE, LLC  
d/b/a PANDORA @ GALLERIA,  
a Florida limited liability company, and  
PANDORA JEWELRY, LLC, a Maryland  
limited liability company,

Defendants.

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**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT AND CERTIFYING THE SETTLEMENT CLASS**

Plaintiff Katiria Ramos (“Plaintiff”) and Defendants Hopele of Fort Lauderdale, LLC d/b/a Pandora @ Galleria and Pandora Jewelry, LLC (“Defendants”) (together, the “Parties”) have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release (“Settlement”). The Parties reached the Settlement through arm’s-length negotiations with the help of an experienced mediator. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement (“Motion”). Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds

that: (1) this Court has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of Federal Rule of Civil Procedure 23 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representative and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy Federal Rule of Civil Procedure 23 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for a Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's Fee Application, and/or the request for a Service Award for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Federal Rule of Civil Procedure 23(e), to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application and request for a Service Award for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.
2. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331, 1332.

3. Venue is proper in this District.

Provisional Class Certification and Appointment of Class Representative and Class Counsel

4. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks omitted). In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class – *i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied – except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Id.*; *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

5. The Court finds, for settlement purposes, that the Federal Rule of Civil Procedure 23 factors are present and that certification of the proposed Settlement Class is appropriate under Rule 23. The Court therefore provisionally certifies the following Settlement Class:

**All persons who, from October 26, 2013 through the present, received a text message from (i) Hopele, and/or (ii) the Other Hopele Entities, without providing prior express written consent to those entities or Pandora.**

6. Specifically, the Court finds, for settlement purposes only and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of Federal Rule of Civil Procedure 23:

(a) Numerosity: In the Action, over 144,311 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder of all members is impracticable.

(b) Commonality: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be

of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendants’ class-wide practices are common to the Plaintiff and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiff’s claims are typical of the Settlement Class because they concern the same alleged Defendants’ practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314 (S.D. Fla. 2001). Here, Rule 23(a)(4) is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff has retained competent counsel to represent her and the Settlement Class. Class Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have dedicated substantial resources to the prosecution of the



Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Class in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Rel. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Here, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Class in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Class. Moreover, each member of the Settlement Class has claims that arise from the same or similar alleged practices as well as the same legal theories.

7. The Court appoints Plaintiff Katiria Ramos as Class Representative.

8. The Court appoints the following people and firms as Class Counsel: Scott A. Edelsberg of Edelsberg Law, P.A.; Andrew J. Shamis of Shamis and Gentile, P.A.; and Manuel S. Hiraldo of Hiraldo P.A., and Jeffrey M. Ostrow and Joshua R. Levine of Kopelowitz Ostrow Ferguson Weiselberg Gilbert.

9. The Court recognizes that Defendants reserve all of their defenses and objections

against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Defendants also reserve their defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

Preliminary Approval of the Settlement

10. At the preliminary approval stage, the Court's task is to evaluate whether the Settlement is within the "range of reasonableness." 4 *Newberg on Class Actions* § 11.26. "Preliminary approval is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason." *Smith v. Wm. Wrigley Jr. Co.*, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm's length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) ("A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.") (internal quotation marks omitted).

11. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval of the Settlement and enter a Final

Approval Order.

Approval of Class Notice and the Claims Process

12. The Court approves the form and content of the Class notices, substantially in the forms attached to the Settlement, and the Claim Form attached thereto. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application and the request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

13. JND Legal Administration shall serve as the Administrator.

14. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Class notices substantially in the forms attached to the Settlement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order. The Class Notice program shall include, to the extent necessary, Email Notice, Mail Notice, Online Notice, and Long-Form Notice, as set forth in the Settlement.

24. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

25. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_, 2019 at \_\_\_\_\_.m. to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's Fee Application and request for a Service Award for the Class Representative should be granted.

26. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be received by all those listed in the Long-Form Notice on or before the last day of the Opt-out Period, which is 45 days before the Final Approval Hearing ("Opt-Out Deadline"), and mailed to the addresses indicated in the Long Form Notice.

27. Any Settlement Class Member may object to the Settlement, Class Counsel's Fee Application, or the request for a Service Award for Plaintiff. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and Defendants' Counsel, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be postmarked no later than 45 days before the Final Approval Hearing, as set forth in the Notice. To be valid, an objection must include the following information:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;
- c. an explanation of the basis upon 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 upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Application;
- g. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years the objector's counsel;
- h. any and all agreements that relate to the objection or the process of objecting— whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming 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).

Further Papers in Support of Settlement and Attorney's Fee Application

28. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for a Service Award for Plaintiff, no later than \_\_\_\_\_, which is 45 days before the Final Approval Hearing.

29. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request a Service Award for Plaintiff no later than \_\_\_\_\_, which is 15 days before the Final Approval Hearing.

Effect of Failure to Approve Settlement

30. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding;

(b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendants or Plaintiff on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

Stay/Bar of Other Proceedings

31. All proceedings in the Action are stayed until further order of the Court, except as

may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties in any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

37. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

<u>Event</u>	<u>Date</u>	<u>Timeline</u>
Deadline for Completion of Mailed Notice		60 days before the Final Approval Hearing
Deadline for Email Notice		60 days before the Final Approval Hearing
Deadline for the Online Notice Program		60 days before the Final Approval Hearing
Deadline for filing Motion for Final Approval of the Settlement and Class Counsel's Fee Application and expenses, and for a Service Award		30 days before the Final Approval Hearing
Deadline for opting-out of the Settlement and for submission of Objections		45 days before the Final Approval Hearing
Deadline for Responses to Objections		15 days before the Final Approval Hearing
Final Approval Hearing		
Last day Class Claimants may submit a Claim Form		15 days after the Final Approval Hearing

**DONE and ORDERED** in Chambers in Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
HONORABLE FEDERICO A. MORENO  
UNITED STATES DISTRICT COURT JUDGE

Copies furnished to: Counsel of Record