

## CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on the date of execution between Michael Shutler (“Class Representative”) on behalf of himself and a class of similarly-situated persons (identified and defined below as the “Settlement Class”), and Citizens Disability LLC (“Defendant”). Class Representative, the Settlement Class, and Defendant are collectively referred to as the “Parties.”

WHEREAS, on behalf of itself and a putative class of similarly-situated persons, Class Representative filed a civil action against Defendant that is pending in the United States District Court of the Southern District of Florida, captioned *Shutler*, individually and as the representative of a class of similarly situated persons, v. *Citizens Disability LLC*, Case No. 2:23-cv-14337-KMM-RMM (the “Lawsuit”); and,

WHEREAS, Plaintiff’s Class Action Complaint alleges that Defendant violated the Telephone Consumer Protection Act (the “TCPA”), 47 U.S.C. § 227(b) by making prerecorded telephone calls without the recipients’ prior express consent; and,

WHEREAS, Defendant has agreed to settle all claims under 47 U.S.C. § 227(b), demands and liabilities between Defendant, Class Representative, and the Settlement Class which were made in the Lawsuit; and,

WHEREAS, the Parties have agreed on a compromise and settlement that is in the best interests of all Parties, including Class Representative and all members of the Settlement Class; and,

WHEREAS, on September 9, 2024, the Court appointed LawHQ, P.C. as “Class Counsel” and certified a Class for litigation purposes defined as:

All people in the United States (1) who answered one or more prerecorded calls from Citizens, (2) made from the Pipes.ai calling platform, (3) between 11/8/2019 to 10/25/2023, (4) and at the time of the call Citizens’ only lead source for the person called was GrantsAssistanceForYou.com, (ECF No. 88), and this group of individuals represents the “Settlement Class”; and,

WHEREAS, the Settlement Class includes approximately 3,412 persons who Class Representative has alleged received prerecorded calls from Defendant without prior express consent; and

WHEREAS, Defendant has agreed to pay \$320,000.00 (the “Settlement Fund”) to settle this Lawsuit and all claims under 47 U.S.C. § 227(b) asserted therein, with the Settlement Fund being used to pay members of the Settlement Class who timely submit approved claims, to pay attorney’s fees and reasonable out-of-pocket expenses to Class Counsel, and to pay the costs of notifying the Settlement Class and administering the settlement through a third party administrator; and,

WHEREAS, Class Counsel have concluded that the terms and conditions of the Agreement provided herein are fair, reasonable, and adequate, and in the best interests of the Settlement Class as a means of resolving all disputes between and among the Parties; and,

WHEREAS, this Agreement has been negotiated among the Parties in good faith and at arm's length; and,

NOW, WHEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties stipulate and agree that the claims of the Settlement Class under 47 U.S.C. § 227(b) should be and are hereby compromised and settled, subject to the Court's approval, upon the following terms and conditions:

1. Recitals. The above-described recitals are incorporated herein and made a part hereof.
2. For Settlement Purposes Only. This Agreement is entered into for purposes of resolving the dispute between Defendant, Class Representative, and the Settlement Class. Assertions, statements, and representations herein are for settlement purposes only. If the Court does not finally approve this Agreement, or a modified version thereof that is acceptable to all Parties, then the Parties expressly agree that this Agreement is null and void and may not be used by any party for any reason.
3. Certification of the Settlement Class. The Parties hereby stipulate that the "Settlement Class" is defined as follows:

All people in the United States (1) who answered one or more prerecorded calls from Citizens, (2) made from the Pipes.ai calling platform, (3) between 11/8/2019 to 10/25/2023, (4) and at the time of the call Citizens' only lead source for the person called was GrantsAssistanceForYou.com.

Excluded from the Settlement Class are Defendant, including any of their parents, subsidiaries, affiliates or controlled persons, as well as their officers, directors, agents, servants, and employees, and the immediate family members of such persons and the judges and staff of the United States District Court for The Southern District of Florida.

4. Representation of the Settlement Class. The Court appointed Michael Shutler as "Class Representative" and the attorneys of LawHQ, P.C. as "Class Counsel."
5. Preliminary Approval. The Parties will jointly move the Court for the entry of an order preliminarily approving this settlement. If the Court does not enter a preliminary approval order of this Agreement, then this Agreement shall be null and void.
6. Total Payment to the Class. Defendant agrees to pay \$320,000.00 (the "Settlement Fund") to settle the Released Claims with the Class and obtain a Release of the Released Claims in favor of the Released Parties. The Settlement Fund will be used to pay approved class member claims.

Class Members will be eligible for a cash payment, the amount of which is dependent upon the number of approved claims. The Settlement Fund will also be used to pay attorney's fees and reasonable out-of-pocket litigation expenses to Class Counsel, and to pay for the costs and expenses associated with claims administration through the Class Action Administrator, as approved by the Court (the "Settlement Costs"). Such out of pocket expenses may include expenditures made in litigating the action and are not limited to items recoverable as "costs." Defendant need not segregate funds. The Class Action Administrator will provide an account where Defendant shall deposit the Settlement Funds. In no event will Defendant's payment obligations exceed the Settlement Fund.

7. Amount Paid Per Class Member. The amount paid per Class Member shall be determined by dividing among the Class on a pro rata basis the amount remaining in the Settlement Fund after deducting the Settlement Costs from the Settlement Fund as described in Paragraph 10.

8. Notice. The Parties will request that the Court approve a Notice of Class Action and Proposed Settlement with Attached Claim Form in the form attached hereto as Exhibit 1 (the "Long-Form Notice") and a Notice of Class Action and Proposed Settlement in the forms attached hereto as Exhibits 2 & 3 (the "Short-Form Notices" with email and postcard version), along with a Proposed Claim Form attached hereto as Exhibit 4 (the "Claim Form"), and will request approval to send the Short-Form Notice by email to the Settlement Class. After preliminary approval of the settlement, the Class Action Administrator will cause the Notice to be sent via email to the email addresses listed on the data provided to the Class Action Administrator by Defendant. If there is no valid email address for a Class Member, the Short-Form Notice will be mailed by postcard to the individual's mailing address. The Notice and Claim Form shall be sent via email within twenty-one (21) calendar days of the entry of the Court's Preliminary Approval Order. The Class Action Administrator shall establish and oversee a settlement website (the "Settlement Website"), made available to the Settlement Class on the date on which it sends Notice via email. The Settlement Website shall include a copy of the Long-Form Notice and Claim Form, the Class Certification Order, and shall be accessible by members of the Settlement Class for purposes of submitting claims. The Settlement Website will be accessible for a period of 120 (one-hundred twenty) days after it is first established. All costs of the Settlement Website will be deducted from the Settlement Fund as costs for administering the settlement.

9. Claim Forms. Settlement Class members must submit fully completed, valid and executed claim forms to receive their shares of the Settlement Fund. Claim Forms will be due within ninety (90) days after the Notice is sent to the Settlement Class (the "Claims Due Date"). The claim form submitted by each member of the Settlement Class must be signed under oath and affirm that the telephone number(s) identified was the class member's same telephone number(s) during the class period. The Parties shall have the opportunity to review the claim forms and a timeframe in which to make objections. The Class Action Administrator shall provide the Parties with copies of all preliminarily approved claims at least fourteen (14) days before the final approval Hearing. The

decision of the Class Action Administrator regarding the validity of claims, following any objection, shall be final and binding.

Each class member who submits an approved claim form shall be his or her pro rata share of the Settlement Fund, less the amounts to be paid pursuant to Paragraph 10. Any member of the Settlement Class who does not submit a Claim Form by the Claims Due Date, as shown by postmark or other identifiable date of transmission, shall receive no monetary payment from the Settlement Fund.

10. The Settlement Costs. Subject to the Court's approval, out of the Settlement Fund, Defendant will pay Class Counsel's attorney's fees in an amount equal to 30% of the Settlement Fund before any other deduction, plus reasonable out-of-pocket expenses as set forth in one or more invoices to be provided by Class Counsel. Defendant has also agreed to pay the Class Action Administrator from the Settlement Fund in an amount set forth in an invoice to be provided by Class Counsel. Defendant will not object to or oppose any of these payments. The awards will be set forth in the Final Approval Order and paid exclusively from the Settlement Fund as provided herein.

11. Final Approval. The Preliminary Approval Order will set a date for a hearing on the fairness, reasonableness and adequacy of this Agreement, no less than one-hundred and twenty-one (121) days from entry the Preliminary Approval Order (the "Final Approval Hearing"). Such a hearing may be scheduled for in-person, virtual, or telephonic attendance. At the Final Approval Hearing, Class Representative and Class Representative's counsel shall request that the Court enter an order finally approving the settlement and all its terms in the form attached hereto as Exhibit 5 (the "Final Approval Order"). The fact that the Court may require non-substantive changes in the Final Approval Order will not invalidate this Agreement or the settlement. If the Court does not enter a final approval order substantially in the form of Exhibit 5 or a modified version thereof which is acceptable to all Parties, which becomes a final and non-appealable order, then this Agreement shall be null and void and all monies paid, if any, shall be returned to Defendant.

12. Effective Date. This Agreement shall not be effective until the Effective Date. "Effective Date" means ten business days after the later of (a) the Court entering the Final Approval Order, substantially in the form of Exhibit 5 to this Agreement, or in a form agreed to by the Parties, dismissing with prejudice the claims of all Settlement Class members who do not exclude themselves as provided in this Notice or (b) if any Settlement Class member objected to the settlement, the date on which the date for filing an appeal has expired or, if there are appeals, the date on which the settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review.

13. Future Compliance. Defendant agrees that it will not make prerecorded calls without first obtaining the recipient's prior express consent.

14. Class Action Settlement and Claims Administrator. Epiq Class Action and Claims Solutions, Inc. (“Epiq” or “Class Action Administrator”) shall serve as the third party settlement administrator and will issue the class notice, maintain the settlement website, maintain a toll-free telephone number designated to this case, receive the claim forms, assist class members in completing and submitting forms, provide a list of accepted and rejected claims to counsel for the Parties, and issue payment to all Settlement Class members who submit timely, valid and approved claim forms. The Class Action Administrator shall report on the number of class member claim forms submitted within ten (10) days after the deadline for submission of claim forms. The Parties will have the opportunity to review the list of claims and claim forms. Should there be any objection to a claim form, the Parties agree to attempt to resolve, in good faith, any issue about the effectiveness or validity of those claims, including through negotiating a process to permit claimants to resolve contested issues as to the completeness of claim forms. If a dispute cannot be resolved between them, the Parties agree to submit the matter to the Class Action Administrator. The decision of the Class Action Administrator regarding the validity of claims, following any objection, shall be final and binding.

15. Payment. Defendant shall deliver the Settlement Funds to the Class Action Administrator by December 31, 2024. The Class Action Administrator will maintain those funds in a separate designated bank account. Settlement Class members will be given the option of receiving a digital payment or a traditional paper check.

16. Payment of Fees, Costs, and Expenses. On the Effective Date, the Class Action Administrator shall pay from the Settlement Fund the amount of the attorney’s fees, costs, and expenses approved by the Court in the Final Approval Order. Payment of the attorney’s fees, costs, and expenses shall be made by wire transfer to “LawHQ, P.C.” pursuant to the instructions to be provided to the Class Action Administrator.

17. Releases. Subject to and effective upon entry of the Final Approval Order, all Settlement Class members who are not validly excluded from the Settlement Class as determined by the Court (“Releasers”), for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, release and forever discharge Defendant and its officers, shareholders, and employees, successors and heirs (the “Releasees” or “Released Parties”) from liability for any and all claims or cause of action arising under 47 U.S.C. § 227(b) which have been, could have been, or in the future might be asserted against Releasees or the Released Parties, and that arise out of or relate to the prerecorded calls made by or on behalf of Defendant based only on a lead source of GrantsAssistanceForYou.com, at any time between November 8, 2019 and October 25, 2023 (the “Released Claims”). The Settlement Class will not release claims regarding other violations of the TCPA or prerecorded calls made after execution of this Agreement. Each of the releases in this Paragraph may be pleaded as a full and complete defense to any action, suit or other proceeding that may be instituted or prosecuted with respect to any of the Released Claims. The Parties fully agree that this Agreement may be pleaded as necessary for the purpose of enforcing this Agreement in any court of competent jurisdiction.

18. Class Enjoined. On the Effective Date, all members of the Settlement Class who did not exclude themselves as required by the Long-Form Notice (and any person or entity claiming by or through him, her, or it, as heir, administrator, devisee, predecessor, successor, attorney, representative of any kind, shareholder, partner, director or owner of any kind, affiliate, subrogee, assignee, or insurer) will be barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against the Releasees or Released Parties about or regarding in any way the Released Claims.

19. Cooperation. Class Representative and Defendant agree to cooperate fully with one another to effect the consummation of this Agreement and to achieve the settlement provided for herein.

20. Agreement Contingent Upon Entry of Final Approval Order. This Agreement is contingent upon the Court's entry of an order, containing a judgment giving final approval to the terms of this Agreement, which becomes a final and non-appealable order and results in dismissal of this Lawsuit with prejudice. If the Court refuses to grant final approval of the terms of the settlement set forth herein, or if the Court's Final Approval Order is reversed or substantially modified on appeal in a manner which is not acceptable to all Parties, then this Agreement shall be null and void and no stipulation, representation, or assertion of fact made in this Agreement may be used against any Party. No Party to this Agreement, absent any substantive change by the Court, shall appeal the approval of this Settlement Agreement by the Court.

21. Exclusions and Objections.

a. Requests for exclusion to the Agreement or settlement shall be sent to:

*Shutler v. Citizens Disability, LLC*  
EXCLUSIONS  
Class Action Administrator  
P.O. Box XXXX  
Portland, OR 97XXX-XXXX

b. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class members or multiple Settlement Class members where the request for exclusion hasn't been signed by each and every individual Settlement Class Member will not be allowed.

c. Objectors cannot exclude themselves from the Class and must file objection(s) with the Court no later than forty-five (45) days after the Order granting preliminary approval of this Agreement, with copies sent to Class Counsel and Defendant's counsel postmarked by that same date.

22. Court Submission. Class Counsel and Defendant's counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval. If the Court declines to grant preliminary approval to the settlement and to order notice of hearing for final approval with respect to the proposed Settlement Class, or if the Court declines to grant final approval to the foregoing after such notice and hearing, this Agreement will terminate upon the Court's entry of an order unconditionally and finally adjudicating that this Agreement and settlement will not be approved.

23. Integration Clause. This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by adequate consideration as confirmed in writing.

24. Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

25. Warranties. The Parties each further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have had the opportunity to receive independent legal counsel with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party(ies) for which he or she is signing.

26. Governing Law. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Florida, without regard to its conflict of laws or choice of laws provisions.

27. Mutual Interpretation. The Parties agree and stipulate that the settlement was negotiated on an "arm's-length" basis between parties of equal bargaining power. This Agreement is not one of adhesion, is mutually created and no ambiguity shall be construed in favor of or against any of the Parties.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Signatures transmitted by email are acceptable for the execution of this Agreement and shall be treated as if original signatures.

29. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually


elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

30. Jurisdiction. The Parties agree that the Court has, and shall continue to have, jurisdiction to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this Agreement, to approve awards of attorneys' fees and costs pursuant hereto, and to supervise the administration of and the distribution of money funded pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth underneath their respective signatures

DATED: 18/12/2024

CITIZENS DISABILITY LLC

By:  Andy Younigman (Dec 18, 2024 15:26 EST)

Its: President & CEO

DATED: 12/18/2024 | 9:42:56 PM PST

MICHAEL SHUTLER

DocuSigned by:  
  
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DATED: 12/18/24

CLASS COUNSEL

By:  \_\_\_\_\_

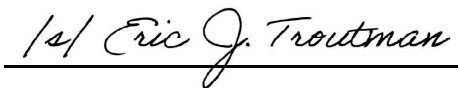
LawHQ, P.C.

By:  \_\_\_\_\_

Thomas A. Alvord

DATED: 12/18/2024

COUNSEL FOR CITIZENS DISABILITY

By:  \_\_\_\_\_

Eric Troutman