

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

THERESA LOMAS AND ROBIN TAYLOR, on behalf of themselves and others similarly situated,	:	NO. 6:22-cv-1564
Plaintiffs,	:	
v.	:	
HEALTH INSURANCE ASSOCIATES LLC	:	
Defendant.	:	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made and entered into by and between Representative Plaintiffs Theresa Lomas and Robin Taylor on behalf of themselves and the Settlement Class and Health Insurance Associates, LLC (“Defendant”) to settle and compromise this action and settle, resolve, and discharge the Released Claims, as defined below, according to the terms and conditions herein.

RECITALS

WHEREAS, *Lomas v. Health Insurance Associates, LLC*, was filed April 7, 2022 and is currently pending before the Honorable Paul G. Byron of the U.S. District Court for the Middle District of Florida, alleging Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*

WHEREAS, *Taylor v. Health Insurance Associates, LLC*, No. 22-cv-1564, was filed August 30, 2022 and is pending before the Honorable Paul G. Byron of

the U.S. District Court for the Middle District of Florida alleging Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*

WHEREAS, *Lomas v. Health Insurance Associates, LLC* and *Taylor v. Health Insurance Associates* were consolidated into the instant action.

WHEREAS, Defendant denies each and every one of Representative Plaintiffs’ allegations of unlawful conduct, damages, or other injuries and maintains that it complied with the TCPA and all applicable laws;

WHEREAS, based upon the investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, motions practice to date, plus the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Representative Plaintiffs and Class Counsel have agreed to settle the claims asserted in the Litigation pursuant to the provisions of this Settlement;

WHEREAS, in an effort to facilitate a resolution of the Litigation, the Settling Parties participated in lengthy, arms’ length negotiations, including a day long mediation with Daniel Methe, Esquire of Matrix Mediation and follow up negotiations;

WHEREAS, the Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of

the Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement;

NOW THEREFORE, subject to the Final Approval Order of the Court as required herein and applicable law and rules, the Settling Parties hereby agree, in consideration of the mutual promises and covenants contained herein, that all Released Claims against any Released Parties shall be settled, compromised and forever released upon the following terms and conditions.

TERMS AND CONDITIONS OF THE SETTLEMENT

1. DEFINITIONS

1.1 As used herein, the following terms have the meanings set forth below.

1.1.1 “Agreement or Settlement Agreement” means this document, including all exhibits.

1.1.2 “Appeal” means a request for appellate review of any order or judgment of the Court entered in this Litigation, including but not limited to appeals as of right, discretionary appeals, interlocutory appeals, any order reinstating an appeal, and proceedings involving writs of certiorari and/or any proceedings thereon.

1.1.3 “Approved Claim” means a claim submitted by a Class Member that: (a) is received by the Settlement Administrator or postmarked on or before the Claims Deadline; (b) is fully and truthfully completed by a Class Member with all information requested in the Claim Form, and in accordance with the directions on

the Claim Form; (c) is signed by the Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement Sum under the Agreement and the Final Approval Order and Judgment.

1.1.4 “CAFA Notice” means the notice of this Settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Paragraph 6.4.

1.1.5 “Claims Deadline” means the date that is set by the Court and approximately sixty (60) days after the Notice Date.

1.1.6 “Claim Form” means the document to be submitted by Claimants seeking payment pursuant to this Settlement, attached as Exhibit A.

1.1.7 “Claim Settlement Payment” means the payment to be made to Class Members who submit Approved Claims.

1.1.8 “Claimant” means a Class Member who submits a Claim Form.

1.1.9 “Class” includes: All users or subscribers to telephone numbers that received two or more telemarketing calls in a 12-month period from Leads Mogul LLC that were forwarded to Health Insurance Associates, LLC more than 30 days after their telephone numbers were registered with the National Do Not Call Registry.

1.1.10 “Class Counsel” means Avi R. Kaufman of Kaufman P.A.

1.1.11 “Class Member” means a person who falls within the definition of the Class and who does not opt out of the Settlement.

1.1.12 “Class Period” means from April 7, 2018 through the date of preliminary approval.

1.1.13 “Court” means the U.S. District Court for the Middle District of Florida.

1.1.14 “Complaint” means the operative complaints in this Litigation at the time the Court enters the Preliminary Approval Order.

1.1.15 “Defendant” means Health Insurance Associates, LLC.

1.1.16 “Defense Counsel” means Defendant’s counsel of record in the Litigation.

1.1.17 “Effective Date” means the first date by which any Judgment entered pursuant to the Agreement becomes Final. If the settlement contained in this Settlement Agreement is not approved by the Court and does not result in Judgment, or if the Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, this Agreement will never become effective and will be terminated and cancelled and the Parties will be returned to their positions status quo ante with respect to the Action as if this Agreement had not been entered into.

1.1.18“Fee Award” means the amount of attorneys’ fees and reimbursement of expenses that may be awarded by the Court and that will be paid out of the Settlement Sum.

1.1.19“Final” means one business day following the later of the following events: (i) the expiration of the time to file a motion to alter or amend a judgment under Fed. R. Civ. P. 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to file an Appeal of any judgment entered pursuant to this Agreement has passed without any Appeal having been taken; and (iii) the resolution of any such Appeal in a manner that does not reverse or vacate the Judgment and in a manner that permits the consummation of the Settlement substantially in accordance with the terms and conditions of this Agreement. Any proceeding or order, or any Appeal pertaining solely to any request or order regarding the Fee Award will not in any way delay or preclude the Judgment from becoming Final.

1.1.20“Final Approval Hearing” means the final hearing, held after the Preliminary Approval Order is issued and Class Members have been given reasonable notice and an opportunity to object or to exclude themselves from the Settlement, at which the Court will determine whether to finally approve the Settlement and to enter Judgment.

1.1.21“Final Approval Order” means an order, providing for, among other things, final approval of the Settlement.

1.1.22“Judgment” means the judgment to be entered by the Court pursuant to this Settlement Agreement.

1.1.23“Litigation” means *Lomas and Taylor v. Health Insurance Associates, LLC*, was, No. 22-cv-1564, currently pending in the U.S. District Court for the Middle District of Florida.

1.1.24“Notice” means a document substantially in the form of Exhibit B hereto, and “Summary Notice” means a document substantially in the form of Exhibit C hereto, to be disseminated in accordance with the Preliminary Approval Order, informing Persons who fall within the Class of, among other things, the pendency of the Litigation, the material terms of the proposed Settlement, and their options with respect thereto.

1.1.25“Notice Date” means the last date by which the Notice is first disseminated by mail and by email pursuant to the Notice Plan.

1.1.26“Notice Plan” shall mean the proposed plan of disseminating to Class Members notice of the proposed Settlement and of the Final Approval Hearing, as approved by the Court.

1.1.27“Opt-Out Deadline” means the date set by the Court for Class Members to opt-out of or object to the Settlement that is approximately sixty (60) days after the Notice Date.

1.1.28“Parties” means, collectively, Representative Plaintiff and Defendant.

1.1.29“Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, and assignees.

1.1.30“Preliminary Approval Order” means an order, providing for, among other things, preliminary approval of the Settlement and dissemination of the Notice to the Class according to the Notice Plan.

1.1.31“Released Claims” shall mean any and all claims, liabilities, demands, causes of action, or lawsuits, whether known or Unknown Claims, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law (including all violations of the TCPA, the FCC’s related regulations—including internal Do Not Call requirements, and all unfair or deceptive practices acts), and whether brought in an individual, representative, or any other capacity, that were brought in the Litigation or that arise from or relate to consumer outreach

or consumer direct marketing activity by telephone done, including pre-recorded calls, by Leads Mogul LLC and any related entities that were directed to Health Insurance Associates, LLC from four years prior to the filing of the initial complaint through the date of the Judgment. However, Leads Mogul LLC and any related entities that are not Released Parties as defined below are not released by this settlement and class members expressly may continue their claims against Leads Mogul LLC and any related entities that are not Released Parties as defined below.

1.1.32 “Released Parties” means Defendant and any respective corporate parent, subsidiary, or affiliated entities, along with each of their current, former, and future owners, members, partners, officers, directors, shareholders, employees, assigns, successors, servants, insurers, representatives, and attorneys or agents, without limitation. Defendant’s marketers, vendors, and third-party contractors are also Released Parties but only insofar as any Released Claim relates to actions taken on behalf of Defendant. This release includes Real Time Health Quotes LLC, Verus Specialty Insurance, and Berkley Assurance Company. However, Leads Mogul LLC and any related entities are not released by this settlement and class members expressly may continue their claims against Leads Mogul LLC and any related entities.

1.1.33 “Releasing Parties” means: (a) Representative Plaintiffs, their heirs, assigns, successors in interest, and personal representatives; (b) Class

Members who do not timely opt out; (c) to the extent that a Class Member is not an individual, all of its present, former, and future predecessors, successors, assigns, parents, subsidiaries, joint ventures, and affiliates, and all employees, agents, representatives, consultants, independent contractors, insurers, directors, officers, partners, principals, members, attorneys, accountants, financial advisors, investors, investment bankers, underwriters, shareholders, lenders, and auditors of any of the foregoing Persons; and (d) to the extent the Class Member is an individual, any present, former, and future spouses, as well as the present, former, and future heirs, executors, estates, administrators, representatives, agents, attorneys, partners, successors, predecessors, and assigns of each of them, and any other representatives of any of the foregoing Persons.

1.1.34“Representative Plaintiffs” means Plaintiffs Theresa Lomas and Robin Taylor.

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

1.1.36“Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator administering this Settlement, including in providing notice, processing claims, administering the Settlement, and mailing checks for Approved Claims.

1.1.37“Settlement Administrator” means AB Data.

1.1.38“Settlement Sum” means \$990,000. The Settlement Sum represents the maximum possible payment by Defendant under this Agreement from which payments for (a) all Approved Claims to Class Members, (b) Settlement Administration Expenses, including CAFA Notice, and (c) any Fee Award, will be made.

1.1.39“Settling Parties” means, collectively, Defendant, Representative Plaintiffs, and all Class Members.

1.1.40The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

2. DENIAL OF WRONGDOING AND LIABILITY

2.1 Defendant denies the material factual allegations and legal claims asserted by Representative Plaintiffs in the Litigation, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Further, Defendant maintains that it has strong, meritorious defenses to the claims alleged in the Litigation and that it was prepared to vigorously defend all aspects of the Litigation.

2.2 This Agreement, any negotiations or proceedings related to it, the implementation of it, and any papers submitted in support of the motions for approval of it (collectively, the “Settlement Proceedings”) are not to be construed as

or deemed to be evidence of any admission or concession by any of the Parties regarding liability, damages, or the appropriateness of class treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement and the Settlement Proceedings may be presented to the Court in connection with the implementation or enforcement of this Agreement, or as may be necessary or appropriate to further the purposes sought to be achieved by this Agreement.

3. THE BENEFITS OF SETTLEMENT

3.1 Class Counsel and Representative Plaintiffs recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Litigation against Defendant through trial and appeals. Class Counsel also has taken into account the strength of Defendant's defenses, difficulties in proving vicarious liability, and the uncertain outcome and risks of litigation, especially in complex actions such as this one, and the inherent delays in such litigation. Class Counsel believes that the proposed Settlement confers substantial benefits upon the Class. Based on their evaluation of all of these factors, Representative Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of Representative Plaintiffs and the Class.

4. SETTLEMENT TERMS

4.1 Defendant will fund the Settlement Sum as set forth in this paragraph. The Settlement Sum will be paid to the Administrator within 10 days after preliminary approval. Defendant shall have no responsibility to segregate or escrow any funds to account for the Settlement Sum and, in no event shall Defendant's total financial liability with respect to this Agreement, the Released Claims, and the Settlement exceed the Settlement Sum.

4.2 Payment to Class Members

4.2.1 Each Class Member shall be entitled to submit one claim per telephone number he or she used or subscribed to.

4.2.2 Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims, including, but not limited to, verifying claimed calls with information provided by the Parties.

4.2.3 Claim Settlement Payments will be made to Class Members who timely submit a valid Claim Form by the Claims Deadline.

4.2.4 Each Class Member who makes an Approved Claim shall be entitled to a Claim Settlement Payment in an amount not to exceed their proportionate share of the Settlement Sum after the payment of settlement administration, expenses, and any fee award.

4.2.5 Payments will be made directly to the Class Member by the Settlement Administrator.

4.3 Separate and apart from the Settlement Sum, subject to Court approval, Defendant shall pay each Representative Plaintiff \$5,000 in the interest of compromising Plaintiffs' individual claims not released in the Agreement against Defendant, as well as resolving all outstanding issues between the Parties through the Effective Date. In the event the Court approves the Settlement, but does not approve the separate payment to Representative Plaintiffs, the Settlement will nevertheless be binding on the Parties and the Class Members.

4.4 Without admission of guilt, and as further non-monetary relief to the class, Defendant agrees as a result of this Action, Defendant will institute enhanced policies and procedures to ensure compliance with the TCPA.

5. ATTORNEYS' FEES, EXPENSES, AND COSTS

5.1 Class Counsel shall apply to the Court for attorneys' fees of up to one-third of the Settlement Sum and documented and reasonable expenses and costs. Class Counsel's application for fees, expenses, and costs shall be filed no later than thirty-five (35) days prior to the Opt-Out Deadline. Any Fee Award approved by the Court shall be paid solely out of the Settlement Sum and shall not increase Defendant's total financial liability with respect to this Agreement or Settlement.

5.2 In the event the Court approves the Settlement, but declines to award a Fee Award in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties and the Class Members.

5.3 Defendant shall have no liability to Class Counsel or any other Person arising from any claim regarding the division of the Fee Award between and among Class Counsel or any other counsel who may claim entitlement to any portion of the Fee Award.

5.4 The Fee Award, if approved by the Court, shall be paid by wire transfer from the Settlement Administrator with fifteen (15) business days following the Effective Date, provided that the law firm or attorney being paid has executed and provided to Defendant a Form W-9.

5.5 The Court shall retain jurisdiction of any dispute regarding the Fee Award and any repayment of any amount of the Fee Award.

6. ADMINISTRATION AND NOTICE

6.1 The costs and expenses of administering the Settlement and providing reasonable Notice in accordance with the Preliminary Approval Order shall be paid out of the Settlement Sum, including the cost of CAFA Notice.

6.2 Responsibilities of Settlement Administrator

6.2.1 The Settlement Administrator will facilitate the notice process by assisting the Parties in the implementation of the Notice Plan, as well as CAFA Notice.

6.3 Class Settlement Website

6.3.1 The Settlement Administrator will create and maintain the Class Settlement Website, to be activated within thirty (30) days of Preliminary Approval. The Settlement Administrator's responsibilities will also include securing an appropriate URL to be agreed upon by the Parties. The Class Settlement Website will contain information about the Settlement and case-related documents such as the Settlement Agreement, the Long-Form Notice in the form attached hereto as Exhibit B, subject to Court modification and/or approval, the Claim Form, and the Preliminary Approval Order. Copies of the Summary Notice, Long-Form Notice, and Claim Form translated into Spanish will also be made available on the Settlement Website. Class Members shall have the option to file a claim electronically using the Class Settlement Website.

6.3.2 The Class Settlement Website will terminate (be removed from the internet) and no longer be maintained by the Settlement Administrator thirty (30) days after either (a) the Effective Date or (b) the date on which the Settlement Agreement is terminated or otherwise not approved in full, if the Settlement is terminated or otherwise not approved in full. The Settlement Administrator may

destroy documents generated in the administration of the Settlement one year after the void date on settlement checks.

6.3.3 All costs and expenses related to the Class Settlement Website shall be paid out of the Settlement Sum.

6.4 CAFA Notice

6.4.1 The Parties agree that the Settlement Administrator shall serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials no later than 10 days after the filing of this Settlement Agreement with the Court.

6.4.2 All costs and expenses related to the CAFA Notice shall be paid out of the Settlement Sum as a Settlement Administration Expense.

6.4.3 The Settlement Administrator will file a certification with the Court stating the date(s) on which the CAFA Notices were sent. Each Party will provide the other Parties with any substantive responses received in response to any CAFA Notice. Any fees and costs incurred by Class Counsel to respond to any substantive responses—or otherwise incurred to defend challenges to the Settlement Agreement—shall be paid exclusively from the Settlement Sum, subject to Court approval.

6.5 Notice Plan

6.5.1 The Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the U.S. Constitution (including the Due Process Clauses), and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

6.5.2 The Parties shall provide the telephone numbers and all reasonably available demographic information, including addresses and email addresses where available, for the Class Members to the Settlement Administrator within five (5) calendar days after the Court enters the Preliminary Approval Order or as soon as reasonably possible. This information and data shall remain confidential.

6.5.3 Subject to Court approval, within thirty (30) days after the Court enters the Preliminary Approval Order, the Settlement Administrator shall send direct notice substantially in the form of the Summary Notice in Exhibit C, as modified and/or approved by the Court, via U.S. Postal Service with Postage Pre-Paid, to Class Members for whom the Parties identify addresses or for whom the Administrator can identify addresses. The Administrator shall use up to three data vendors to try to identify addresses if necessary.

6.5.4 Subject to Court approval, within thirty (30) days after the Court enters Preliminary Approval, the Settlement Administrator shall also send direct notice substantially in the form of the Summary Notice in Exhibit C, as modified

and/or approved by the Court, via email, to Class Members for whom the Parties identify email addresses. The Administrator shall use up to three data vendors to try to identify email addresses if necessary.

7. CLAIMS PROCESS

7.1 Submission of Claims. Class Members must timely submit, by mail or online, a valid Claim Form substantially in the form attached as Exhibit A, as modified and/or approved by the Court, by the Claims Deadline. All Claim Forms must be postmarked or submitted to the Settlement Administrator, either in hard copy form or electronically via the Settlement Website. For any Class Member who submits a Claim Form determined by the Settlement Administrator to be incomplete, the Settlement Administrator may mail a notice directly to such Class Member, notifying him or her of the missing information and providing him or her with an opportunity to cure (the “Cure Notice”).

7.2 Claims Processing. The Settlement Administrator shall apply the terms of this Settlement Agreement and the requirements set forth in the Claim Form, and any Claim Form submitted that does not meet the requirements of this Agreement is not eligible to be an Approved Claim. The Settlement Administrator also shall employ reasonable procedures to screen claims for abuse, fraud, or duplication, and shall deny Claim Forms where there is evidence of abuse, fraud, or duplication. The Settlement Administrator’s decisions regarding the Claimant’s eligibility for a

claims payment shall be final, assuming the Settlement Administrator applies reasonable practices to assure that no invalid, incomplete, untimely or fraudulent claims are treated as Approved Claims. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

7.3 Payment of Claims. Within sixty (60) days after the later of (i) the final determination by the Administrator of the number of Approved Claims, and (ii) the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Sum all Approved Claims by check made payable to the Class Member submitting each Approved Claim, and shall mail the checks via first-class mail.

7.4 All payments to Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that any checks to Class Members expire and become null and void, the Settlement Administrator shall distribute the funds associated with those checks on a per claim basis to Class Members who submitted an Approved Claim and who cashed their Settlement Claim Payments. To the extent that any redistribution checks to Class Members expire and become null and void, the Settlement Administrator shall distribute the funds associated with those redistribution checks on a per claim basis to Class Members

who submitted an Approved Claim and who cashed their Settlement Claim Payments and their redistribution checks.

7.5 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.

8. RELEASES

8.1 Upon entry of the Judgment, Representative Plaintiffs and each Class Member will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged each of the Released Parties from all Released Claims.

8.2 After entering into this Settlement Agreement, Representative Plaintiffs or Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. Representative Plaintiff and Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or noncontingent claim, whether or not concealed or hidden, without

regard to the subsequent discovery or existence of such other, different, or additional facts.

8.3 Upon entry of the Final Approval Order, Representative Plaintiffs, and any Class Member who does not Opt Out as set forth in Paragraph 9.4 is hereby barred against continuing or bringing any action against any of the Released Parties for any of the Released Claims, regardless of whether such action was commenced prior to the Final Approval Order. Additionally, Representative Plaintiffs and Class Members agree and covenant, and each Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

9. APPROVAL PROCESS

9.1 Court Approval

9.1.1 Class Counsel shall submit the Agreement together with its Exhibits to the Court and request that the Court grant preliminary approval of the Settlement, issue a Preliminary Approval Order, and schedule a hearing on whether the Settlement should be granted final approval (collectively, “Motion for Preliminary Approval”).

9.1.2 In the Motion for Preliminary Approval, Class Counsel shall request that the Court allow for a period of no less than ninety (90) days between

entry of the Preliminary Approval Order and the Final Approval Hearing and that the Court schedule a Final Approval Hearing for a date no less than ninety (90) days from entry of the Preliminary Approval Order.

9.1.3 The date the Motion for Preliminary Approval is filed is the date by which the Settlement shall be deemed “filed” within the meaning of 28 U.S.C. § 1715.

9.1.4 If the Motion for Preliminary Approval is granted, Class Counsel shall be responsible for asking the Court to grant final approval of the Settlement and to enter a Final Approval Order and Judgment, in accordance with the date set by the Court for the Final Approval Hearing.

9.1.5 If the Court does not enter a Preliminary Approval Order or a Final Approval Order and Judgment or if the Final Approval Order is reversed or vacated, by any court, this Agreement shall terminate and be of no force or effect, except as otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. Notwithstanding any provision of this Agreement, the Parties agree that any decision by any court as to any Fee Award to Class Counsel or any separate payment to the Representative Plaintiffs, described in Paragraphs 4.3 and 5.1 above, including any decision by any court to award less than the amounts sought, shall not prevent the

Agreement from becoming effective, prevent Final Judgment from being entered, or provide any grounds for termination of the Agreement or the Settlement.

9.2 Procedures for Objecting to the Settlement

9.2.1 Class Members shall have the right to appear and show cause, if they have any reason why the terms of this Agreement should not be given final approval, subject to each of the sub-provisions contained in this paragraph. Any objection to this Settlement Agreement, including any of its terms or provisions, must be in writing, filed with the Court or mailed to the Clerk's Office of the United States District Court for the Middle District of Florida, 401 West Central Boulevard Orlando, Florida 32801, by no later than the Opt-Out Deadline. Class Members may object either on their own or through an attorney hired at their own expense.

9.2.2 Any objection regarding or related to the Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in *Lomas and Taylor v. Health Insurance Associates, LLC*, No. 22-cv-1564" and also shall contain the following information: (i) the objector's name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector with respect to the objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Class Member, including the phone number(s) at which he or she

received call(s) covered by this Settlement; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and the objector's attorney (if applicable) has objected to a proposed class action settlement. If an objecting party chooses to appear at the hearing, no later than the Opt-Out Deadline, a notice of intention to appear, either in person or through an attorney, must be filed with the Court and list the name, address, and telephone number of the person and attorney, if any, who will appear.

9.2.3 A Class Member who appears at the Final Approval Hearing, either personally or through counsel, may be permitted to argue only those matters that were set forth in the timely and validly submitted written objection filed by such Class Member. No Class Member shall be permitted to raise matters at the Final Approval Hearing that the Class Member could have raised in his/her written objection, but failed to do so, and all objections to the Settlement Agreement that are not set forth in a timely and validly submitted written objection will be deemed waived.

9.2.4 If a Class Member wishes to present witnesses or evidence at the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses must be identified in the objection, and true and correct copies of all supporting evidence must be appended to, or filed and served with, the objection. Failure to identify witnesses or provide copies of supporting evidence in this manner

waives any right to introduce such testimony or evidence at the Final Approval Hearing. Representative Plaintiffs or Defendant or both may take discovery regarding any objector, their attorney (if applicable), and the basis of any objection, subject to Court approval.

9.2.5 Any Class Member who fails to comply with the applicable provisions of the preceding paragraphs concerning their objection shall waive and forfeit any and all rights he or she may have to object, appear, present witness testimony, and/or submit evidence, shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing, shall be precluded from seeking review of this Agreement by appeal or other means, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Litigation. By filing an objection, objectors and their counsel submit to the jurisdiction of the Court for all purposes, including but not limited to subpoenas and discovery.

9.3 Right to Respond to Objections

9.3.1 Class Counsel and the Parties shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by hand, overnight delivery, or email to the objector (or counsel for the objector).

9.4 Opt Outs

9.4.1 Any Class Member who does not wish to participate in this Settlement must write to the Settlement Administrator stating an intention to be “excluded” from this Settlement. This written request for exclusion must be sent via first class United States mail to the Settlement Administrator at the address set forth in the Notice and postmarked no later than the Opt-Out Deadline. A request for exclusion must be signed by the Class Member, and must include the Class Member’s name, address, and the telephone number that allegedly received a call made by or on behalf of Defendant during the Settlement Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Agreement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person serving such a request shall be a member of the Class and shall be bound as a Class Member by the Court’s Orders in this Litigation and by this Agreement, if approved. The request for exclusion must be personally signed by the Class Member. So-called “mass” or “class” opt-outs shall not be allowed.

9.4.2 Any Person in the Class who submits a request for exclusion may not file an objection to the Settlement. If a Class Member submits a written request for exclusion pursuant to Paragraph 9.4.1 above, he or she shall be deemed to have

complied with the terms of the opt-out procedure and shall not be bound by the Agreement if approved by the Court.

9.4.3 After Notice is disseminated and at least fifteen (15) days prior to the Final Approval Hearing, the Parties shall request and seek to obtain from the Court a Final Approval Order and Judgment, which will (among other things):

- (i) find that the Court has personal jurisdiction over all Class Members and that the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits hereto;
- (ii) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have preclusive effect on all pending and future lawsuits or other proceedings maintained by or on behalf of Representative Plaintiff and the Releasing Parties;
- (iii) find that the Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Class of the

pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

- (iv) dismiss the Action (including all individual claims and Class Member claims asserted therein) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement; incorporate the releases set forth above in Paragraph 8, make those releases effective as of the date of the Final Approval Order and Judgment; and
- (v) forever discharge the Released Parties as set forth herein; permanently bar and enjoin all Class Members from filing, commencing, continuing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction related to the Released Claims.

10. TAXES

10.1 Class Members, Representative Plaintiffs, and Class Counsel shall be

responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

10.2 Expenses Paid from Fund. Any expenses reasonably incurred by the Claims Administrator in carrying out the duties, including fees of tax attorneys and accountants, will be paid from the Settlement Sum.

10.3 Responsibility for Taxes on Distribution. Any Person that receives a distribution from the Settlement Sum will be solely responsible for any taxes or tax-related expenses owed or incurred by reason of that distribution. Such taxes and tax-related expenses will not be paid from the Settlement Sum.

10.4 Payment Not Directed By or Incurred to Government: For purposes of assessing deductibility of any amounts to be paid by Defendant under the Settlement Agreement, it is expressly acknowledged by the Parties that such payments are not made or incurred (whether by suit, agreement, or otherwise) to, or at the direction of, a government or governmental entity in relation to the violation of any law or the investigation or inquiry by such government or entity into the potential violation of any law, as contemplated by 26 U.S.C. § 162(f)(1).

10.5 Defendant is Not Responsible. In no event will Defendant or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Sum to Representative Plaintiffs, Class Members, Class Counsel or any other person

or entity. The Class Members shall indemnify and hold Defendant and other Released Parties harmless—through the Settlement Sum— for all such taxes and tax-related expenses.

11. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION

11.1 The Effective Date of this Agreement shall be the date defined in Paragraph 1.1.17.

11.2 Performance of the obligations set forth in this Agreement is subject to all of the following material conditions:

- (A) execution of this Agreement by Defendant, Representative Plaintiffs, and Class Counsel.
- (B) the granting of preliminary approval by the Court.
- (C) sending of the notices described herein.
- (D) the granting of final approval by the Court.
- (E) execution and entry of Judgment by the Court.
- (F) the occurrence of all other circumstances necessary for the Effective Date to arise.

11.3 The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers and evidence

necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any order contemplated by this Agreement. Class Counsel represent and warrant that they have authority to take all such actions required of them pursuant to this Agreement, and that by doing so they are not in breach or violation of any agreement with Representative Plaintiffs or any third party.

11.4 If this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, the Settling Parties will be restored to their respective positions in the Litigation as of the date of signature of this Settlement Agreement. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated.

11.5 The Parties agree to request a stay of the Litigation pending approval of the Settlement.

12. MISCELLANEOUS PROVISIONS

12.1 Cooperation of the Parties: The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this

Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by putative or actual Class Members. Class Counsel recognize that they have an obligation to support the Settlement and to seek the Court's approval of its terms. Class Counsel will abide by all applicable and governing ethical rules, opinions, and obligations precluding their representation of opt-outs.

12.2 Resolution of Dispute without Admission: The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement covers claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense.

12.3 Use In Subsequent Proceedings: Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of Defendant; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. Any party to this Litigation may file this Agreement and/or the

Judgment in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 Confidential Information: All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement. All class member identification information supplied to, or generated by, the Administrator in furtherance of this Agreement will be treated as confidential.

12.5 Incorporation of Exhibits: Any and all Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

12.6 Modification: This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

12.7 Integration: This Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and

memorialized in such documents. Except as otherwise provided herein, the Parties will bear their own respective costs.

12.8 Class Counsel's Authority: Class Counsel, on behalf of the Class, are expressly authorized by Representative Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Class.

12.9 Parties' Authority: Each counsel or other Person executing this Agreement or any of its Exhibits on behalf of any Party hereby warrants that such Person has the full authority to do so.

12.10 Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

12.11 No Prior Assignments: Representative Plaintiffs and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

12.12 Binding on Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Class Members.

12.13 Interpretation: None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter thereof.

12.14 Governing Law: This Agreement and any Exhibits hereto will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Florida without giving effect to that state's choice-of-law principles.


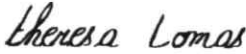
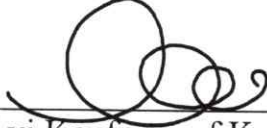
12.15 Headings: The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

12.16 No Waiver: The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

12.17 Publicity and Confidentiality. Neither the Parties nor their counsel will initiate any public statement intended to be disseminated through the press, internet, television, radio, or other media that includes an opinion or editorial comment about the effect of the Settlement or the merits of any Parties' positions in the Litigation. This provision does not apply to any communications between any Class Member and Class Counsel or any communications with the Court. Defendant shall be

permitted to respond to requests for comment—in its sole discretion—if any such requests are initiated.

IN WITNESS WHEREOF, the Parties have executed this Agreement dated as of February ____, 2023.

Dated: 3/14/2023	 <hr/> Constantine Christoforakis on Behalf of Defendant Health Insurance Associates LLC
Dated:	<hr/> Robin Taylor as Representative Plaintiff
Dated: 03/10/2023	 <hr/> Theresa Lomas as Representative Plaintiff
Dated:	 <hr/> Avi Kaufman of Kaufman P.A. as Class Counsel

permitted to respond to requests for comment—in its sole discretion—if any such requests are initiated.

IN WITNESS WHEREOF, the Parties have executed this Agreement dated as of February ____, 2023.



<p>Dated:</p> <p>3/14/2023</p>	 <p>Constantine Christoforakis on Behalf of Defendant Health Insurance Associates LLC</p>
<p>Dated:</p> <p>03/10/2023</p>	 <p>Robin Taylor as Representative Plaintiff</p>
<p>Dated:</p>	<p>Theresa Lomas as Representative Plaintiff</p>
<p>Dated:</p>	<p>Avi Kaufman of Kaufman P.A. as Class Counsel</p>

EXHIBIT A

CLAIM FORM

Section I - Instructions

This Form must be received by the Settlement Administrator no later than [Month] [Day], [Year].

This Claim Form may be submitted in one of two ways:

- 1. Electronically through www.[xxx].com.
2. Mail to: Health Insurance Associates TCPA Settlement, c/o ___, [Address], [City] [State], [Zip Code].

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

Section II - Class Member Information

Claimant Name (Required):

Grid for Claimant Name input

Claimant Identification Number (Required):

Grid for Claimant Identification Number input

Current Contact Information

Street Address (Required):

Grid for Street Address input

City (Required): State (Required): Zip Code (Required)

Grid for City, State, and Zip Code input

Email (Optional):

Grid for Email input

Preferred Phone Number (Required):

Grid for Preferred Phone Number input

Your contact information will be used by the Settlement Administrator to contact you, if necessary, about your Claim. Provision of your email address is optional. By providing contact information, you agree that the Settlement Administrator may contact you about your Claim.

Section III - Confirmation of Class Membership

Telephone Number(s) for which you were the regular user or subscriber during April 7, 2018 through [Date of Preliminary Approval] at which you received one or more calls promoting Health Insurance Associates LLC:

Grid for Telephone Number(s) input

Section IV – Required Affirmations

IF SUBMITTED ELECTRONICALLY:

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full notice and Settlement Agreement at [www.\[xxxx\].com](http://www.[xxxx].com) or by writing the Settlement Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the postal address [Address], [City], [State] [Zip Code]. Checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL:

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full notice and Settlement Agreement at [www.\[xxxx\].com](http://www.[xxxx].com) or by writing the Settlement Administrator at the email address [\[xxxx\]@\[xxxx\].com](mailto:[xxxx]@[xxxx].com) or the postal address [Address], [City], [State] [Zip Code].

Dated: _____

Signature: _____

SETTLEMENT ADMINISTRATOR ADDRESS (where to send the completed form if submitting by mail):

Health Insurance Associates TCPA Settlement, c/o _____, [Address], [City], [State] [Zip Code].

EXHIBIT B

If you received a telemarketing call promoting Health Insurance Associates, you may be entitled to a payment of approximately \$100 from a class action settlement.

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

- Call records indicate that you may be affected by a Settlement¹ of a class action lawsuit claiming that Defendant Health Insurance Associates LLC (“Health Insurance Associates”) violated a federal law called the Telephone Consumer Protection Act (“TCPA”) when telemarketing vendor Leads Mogul LLC (“Leads Mogul”) made telemarketing calls to individuals who were on the national Do Not Call Registry, and those calls were forwarded to Health Insurance Associates. Health Insurance Associates denies that it violated the law.
- The lawsuit is called *Lomas and Taylor v. Health Insurance Associates, LLC*, Case. No 22-cv-1564. Judge Paul Byron decided that this settlement should be a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.
- The Settlement offers payments to 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:	
SUBMIT A CLAIM FORM	If you are a member of the Class, you must submit a completed Claim Form to receive a payment of approximately \$100 per claimant. If the Court approves the Settlement and it becomes final and effective, and you remain in the Class, you will receive your payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court and appear at a hearing if you do not like the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Health Insurance Associates about the claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

- 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.

WHAT THIS NOTICE CONTAINS

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1. Why is there a notice?
2. What is this litigation about?
3. What is the Telephone Consumer Protection Act?
4. Why is this a class action?
5. Why is there a settlement?

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6. Who is included in the Settlement?
7. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITS.....PAGE 4

8. What does the Settlement provide?
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EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 5

11. How do I get out of the Settlement?
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THE LAWYERS AND THE PLAINTIFF REPRESENTING YOU.....PAGE 6

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20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to attend the hearing?
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IF YOU DO NOTHING.....PAGE 7

23. What happens if I do nothing at all?

GETTING MORE INFORMATION.....PAGE 7

24. How do I get more information?

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit. You have legal rights and options that you may exercise before the Court decides whether to give final approval to the Settlement, as described below. Judge Paul Byron of the United States District Court for the Middle District of Florida is overseeing this class action. The lawsuit is called *Lomas and Taylor v. Health Insurance Associates, LLC*, Case No 22-cv-1564 (M.D. Fla.).

2. What is this lawsuit about?

Plaintiffs Lomas and Taylor claims that Health Insurance Associates violated the Federal Telephone Consumer Protection Act (TCPA) when telemarketer Leads Mogul made telemarketing calls to numbers on the National Do Not Call Registry and calls made with pre-recorded messages that were forwarded to Health Insurance Associates. Health Insurance Associates denies these allegations.

3. What is a class action and who is involved?

In a class action, one or more people called “class representatives” (in this case, Theresa Lomas and Robin Taylor) sue on behalf of a group of people who may have similar claims. The people together are a “class” or “class members.” The individual who sues—and all the class members like them—is called the plaintiff. The company that they sue (in this case, Health Insurance Associates) is called the Defendant. In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

5. Why is this there a settlement?

The Court has not found in favor of Plaintiffs or Health Insurance Associates. Instead, the parties 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, Class Members will receive the benefits described in this notice. Health Insurance Associates denies all legal claims in this case, but is settling to avoid the uncertainties and costs attendant with litigation. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE CLASS AND SETTLEMENT

You need to determine whether you are affected by this lawsuit.

6. Am I part of the class and included in the settlement?

The Settlement includes the following class that the Court certified: “All users or subscribers to telephone numbers that received two or more telemarketing calls in a 12-month period from Leads Mogul LLC that were forwarded to Health Insurance Associates, LLC more than 30 days after their telephone numbers were registered with the National Do Not Call Registry.”

You may be part of the class if you received a telemarketing call from Leads Mogul that was forwarded to Health Insurance Associates and:

- Your name and phone number appeared in calling records obtained for this case, in which case you may have received a notice email or postcard from the settlement administrator.
- Even if you did not get an email or postcard, you may still be part of the class if your phone number appears in the calling records obtained for this case. If you would like to check your phone number against the calling records, please call the Settlement Administrator at [###-#####] and provide your name, cell phone number, and a current email.

7. What if I'm still not sure if I am included?

If you are still not sure whether you are included, you can call the *Lomas and Taylor v. Health Insurance Associates, LLC*, Case. No 22-cv-1564 (M.D. Fl.) Settlement Administrator at [###-#####]. Or you can get free help by calling the lawyers in this case at the phone number listed in question 24.

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

Health Insurance Associates has agreed to a Settlement Sum of \$990,000. The Settlement Sum will be used to pay all settlement costs, including settlement administration costs, any attorneys' fees, costs, and expenses awarded to Class Counsel by the Court, and all Approved Claims. Members of the Class who submit Approved Claims shall receive an amount estimated to be \$100. Only Approved Claims will be paid. Only one claim per Class Member per telephone number will be validated and deemed an Approved Claim. There may be tax consequences to the Class Member associated with this recovery.

Health Insurance Associates has also agreed to implement enhanced policies and procedures to ensure future compliance with the TCPA.

9. How do I file a claim?

If you qualify for a cash payment you must complete and submit a valid Claim Form. You can file your Claim Form online at www.xxxxx.com or send it by U.S. Mail to the address below. The deadline to file a Claim online or by email is **11:59 p.m. PST on DATE**.

Claim Forms submitted by mail must be postmarked on or before **DATE** to:

Health Insurance Associates Settlement Administrator
PO Box XXX, City, State XXXXX-XXXX

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

10. When will I receive my payment?

Payments to 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 SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Health Insurance Associates 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 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:

Health Insurance Associates Settlement Administrator
PO Box XXX
City, State XXXXX-XXXX

Your request to be excluded from the Settlement must be personally signed by you, be dated, include your full name (or, if a business, business name), address, and the telephone number that allegedly received calls from Health Insurance Associates during the Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Agreement. Absent excluding yourself or “opting-out” you are otherwise a member of the Class.

Your exclusion request must be postmarked no later than **DATE**. You cannot ask to be excluded on the phone, by email, or at the website. Opt outs must be made individually and cannot be made on behalf of other members of the Class.

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

No. Unless you exclude yourself, you give up the right to sue Health Insurance Associates or any of the Released Parties for the claims that the Settlement resolves. You must exclude yourself from this Settlement to pursue your own lawsuit.

13. What am I giving up to stay in the settlement?

Unless you opt-out of the Settlement, you cannot sue or be part of any other lawsuit against Health Insurance Associates or any of the Released Parties 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.xxxxx.com. The Settlement Agreement provides more detail regarding the Release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.

14. If I exclude myself, can I still get a payment?

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

THE LAWYERS AND THE PLAINTIFF REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Avi Kaufman and Kaufman P.A. to represent the Class. They are called “class counsel.” They are experienced in handling similar class action cases. More information about these lawyers, their law firms, and their experience is available at <https://kaufmanpa.com/>.

16. Should I get my own lawyer?

You are not required to hire your own lawyer because class counsel is working on your behalf. If you want to hire your own lawyer, you certainly can, but you will have to pay that lawyer yourself. If you do hire your own lawyer, they may enter an appearance for you and represent you individually in this case.

17. How will the lawyers be paid?

You do not have to pay class counsel, or anyone else, to participate. Instead, Class Counsel intend to request attorneys’ fees in an amount not to exceed one-third of the Settlement Sum, plus reimbursement of out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Sum. The Court will decide the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

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

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

- 1) A caption or title that identifies it as “Objection to Class Settlement in *Lomas and Taylor v. Health Insurance Associates, LLC*, Case. No 22-cv-1564 (M.D. Fl.)”;
- 2) Your name, address, and telephone number;
- 3) The name, address, and telephone number of any attorney for you with respect to the objection;
- 4) The factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Class Member, including the phone number(s) at which you received call(s) covered by this Settlement;
- 5) Identification of the case name, case number, and court for any prior class action lawsuit in which you and/or your attorney (if applicable) has objected to a proposed class action settlement; and
- 6) Submit yourself immediately to discovery and/or deposition by the parties.

If you wish to object, you must file your objection with the Court by (a) using the Court’s electronic filing system, (b) mailing it to the Clerk’s Office for the United States District Court for the Middle District of Florida, 401 West Central Boulevard Orlando, Florida 32801, or (c) filing it in person at that location. Your objection must be filed and/or postmarked by **DATE**.

19. 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 attorneys' fees and expenses ("Final Approval Hearing").

20. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Final Approval Hearing on **DATE at TIME**, in **ADDRESS**. The hearing may be moved to a different date or time, or may be set for remote appearances, without additional mailed notice, so it is a good idea to check www.xxxxxTCPAsettlement.com 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. 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.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend the hearing at your own expense.

22. May I speak at the hearing?

If you attend the Final Approval Hearing, you may ask the Court for permission to speak if you have timely objected and you so choose. However, you cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a member of the Class 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.

GETTING MORE INFORMATION

24. Where do I get more information?

For more information, call the Settlement Administrator at 1-___-___-____, write to the Settlement Administrator, [address], or call Class Counsel at 1-___-___-____. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.xxxxxTCPAsettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

Lomas and Taylor v. Health Insurance Associates LLC, Civil Action No. 22-cv-1564

If you received a telemarketing call that was directed to Health Insurance Associates, you may be entitled to a payment of approximately \$100 from a class action settlement.

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

Call records indicate that you may be affected by a Settlement² of a class action lawsuit claiming that Defendant Health Insurance Associates, LLC (“Health Insurance Associates”) violated a federal law called the Telephone Consumer Protection Act (“TCPA”) when their telemarketing vendor Leads Mogul LLC (“Leads Mogul”) made calls that were transferred to Health Insurance Associates. Health Insurance Associates denies that it violated the law.

The lawsuit is called *Lomas and Taylor v. Health Insurance Associates, LLC*, Case. No 22-cv-1564. Judge Paul Byron decided that this settlement should be a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.

The Settlement offers payments to Class Members who file valid Claims. Your legal rights are affected whether you act or do not act. Read this notice carefully.

Who’s Included? The Settlement includes the following class that the Court certified: All users or subscribers to telephone numbers that received two or more telemarketing calls in a 12-month period from Leads Mogul LLC that were forwarded to Health Insurance Associates, LLC more than 30 days after their telephone numbers were registered with the National Do Not Call Registry. You are receiving this notice because your name and phone number appeared in calling records obtained for this case.

What are the Settlement Terms? Health Insurance Associates has agreed to a Settlement Sum of \$990,000. The Settlement Sum will be used to pay all settlement costs, including settlement administration costs, any attorneys’ fees, costs, and expenses awarded to Class Counsel by the Court, and all Approved Claims. Members of the Class who submit Approved Claims will receive an estimated one hundred dollars (\$100). Only Approved Claims will be paid. Only one claim per telephone number will be validated and deemed an Approved Claim.

² Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

Health Insurance Associates has also agreed to institute enhanced policies and procedures to ensure compliance with the TCPA.

How can I get a Payment? By completing the Claim Form attached to this notice and submitting it by U.S. mail to the Settlement Administrator at the address on the Claim Form. You may also download or file a Claim Form online at www.xxxxxTCPAsettlement.com. If you send in a Claim Form by regular mail, it must be postmarked on or before **DATE**. The deadline to file a Claim Form online is **11:59 p.m. PST on DATE**.

What are my Other Options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE** by sending the Settlement Administrator a letter that complies with the procedure set forth in the Settlement, available at the settlement website. If you do not exclude yourself, you can share in the Settlement Sum by completing and submitting a Claim Form, and you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. Even though you submit a Claim Form, you may object to the Settlement by **DATE** by complying with the objection procedures detailed in the Settlement. The Court will hold a Final Approval Hearing on **DATE** to consider whether to approve the Settlement and a request for attorneys' fees not to exceed one third of the Settlement Sum and reimbursement of expenses. If you properly object, you may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to. For more information, call the Settlement Administrator or visit the Settlement Website.

www.xxxxxTCPAsettlement.com

(xxx) xxx-xxxx