Filing # 258964727 E-Filed 10/12/2026 09:36:10 AM

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

CASE NO. 2026-013610-CA-01
SECTION: CA43
JUDGE: Javier A. Enriquez

SEBASTIAN CHAVIANO,
individually and
on behalf of all others similarly situated,

CLASS REPRESENTATION

Plaintiff,

JURY TRIAL DEMANDED

v.

COAST DENTAL SERVICES, LLC,

Defendant.
_____/

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND SUPPORTING MEMORANDUM

Plaintiff Sebastian Chaviano, on behalf of himself and all others similarly situated, respectfully requests that the Court grant final approval of the proposed class action settlement described in detail in the Class Action Settlement Agreement attached hereto as **Exhibit A** (the "Agreement"). Defendant does not oppose the relief sought herein.

I. CONCISE STATEMENT OF THE PRECISE RELIEF REQUESTED

Plaintiff files this motion requesting that the Court approve a class action settlement and certify a settlement class. Plaintiff respectfully requests that the Court grant approval of the proposed settlement, and enter an order of Final Approval including, in substantially the same form, the content of the proposed Order attached to this Motion as **Exhibit B**.

The proposed Order approves the form of notice given to the Class and finds that it constituted the best notice practicable and comported with due process requirements, awards

attorneys' fees and an incentive award, enters judgment, and dismisses the Action with prejudice and without costs except as set forth in the Agreement, bars and enjoins the Class Representatives, the Settlement Class, and each Settlement Class Member (collectively, the "Releasing Parties") from asserting Released Claims, releases the Released Parties from Released Claims, and reserves jurisdiction over the Parties to administer, supervise, construe, and enforce the Agreement in accordance with its terms.

II. STATEMENT OF THE BASIS FOR THE REQUEST

As set forth in the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the Parties reached a Settlement Agreement wherein Defendant has agreed to make available up to **$3,840,664** (the "Settlement Fund")[1] for the benefit of the Settlement Class Members. Each Settlement Class Member can choose between a cash payment (up to $59.00) or a voucher (up to $99.00 to purchase an electric toothbrush sold by Defendant). Any costs related to Class Notice and Administration will be paid from the Settlement Fund and any attorneys' fees, costs or service award that this Court approves will also be paid from the Settlement Fund. *See, generally*, Exhibit A.

Moreover, the Parties have implemented the Notice plan and provided the Notice as approved and ordered by the Court, and ***no Class Member has objected to the terms of the Settlement Agreement***. See Declaration of Class Administrator, attached hereto as **Exhibit C** ("Administrator Declaration") at ¶¶ 18-19. "[A] low percentage of objections points to the reasonableness of a proposed settlement and supports its approval." Lipuma v. Am. Express Co., 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

1 Capitalized terms herein match terms contained within the Settlement Agreement.

Thus, the terms of the Settlement are fair and reasonable, the form of Notice comported with due process requirements, and the Settlement Agreement is ripe for final approval so that the agreed-upon payments may be made to Settlement Class Claimants in accordance with the terms of the Agreement.

III. MEMORANDUM OF LEGAL AUTHORITY

For background information on the litigation history and the actions which led to the Parties agreeing to the Settlement Agreement, including the participation of a neutral mediator, the Parties hereby incorporate the facts as set forth in Plaintiff's Motion for Preliminary Approval.

a. Terms of the Settlement

The Settlement requires Defendant to make available the Settlement Fund, up to **$3,840,664** for the benefit of the Settlement Class Members. Each Settlement Class Member can choose between a cash payment (up to $59.00) or a voucher (up to $99.00 to purchase an electric toothbrush sold by Defendant). Any Notice and Administrative Costs will be paid from the Settlement Fund, and any Attorney's Fees and Expenses and Service Award that this Court approves will also be paid from the Settlement Fund. *See, generally*, Exhibit A.

b. Certification of the Settlement Class for Settlement Purposes Only Is Warranted

Generally, where there is no objection to certification and no change in circumstances from the Order preliminarily certifying a class for settlement purposes, courts certify a class for purposes of final approval of the settlement as a matter of course. See, e.g., Burrow v. Forjas Taurus S.A., 2019 U.S. Dist. LEXIS 151734, at *20 (S.D. Fla. Sep. 6, 2019).[2] Here, there were no objections

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2 Florida Rule of Civil Procedure is patterned on Rule 23 of the Federal Rules so Florida courts consider case law interpreting Rule 23 as persuasive. Broin v. Philip Morris Co. 641 So.2d 888, n.1 (Fla. 3rd DCA 1994).

to certification of the Settlement Class for settlement purposes. See Administrator Declaration at ¶¶ 18-19. Moreover, there has been no change in factual circumstances since preliminary approval.

As to Rule 1.220(a), (1) there are approximately twenty-four thousand, three hundred class members (24,308) (numerosity), (2) all class members can make the same claim – that the Defendant allegedly caused text messages/phone calls to be transmitted to their telephones in violation of the Telephone Consumer Protection Act/ Florida Telephone Solicitation Act (commonality), (3) Plaintiff's claim and interest in the settlement are the same as class members' claims and Plaintiff is not subject to any unique affirmative defenses (typicality), and (4) Plaintiff and Class Counsel have zealously litigated the claim, secured full relief, and have no interests antagonistic to the class (adequacy). As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, (1) there are no individual issues precluding class treatment (predominance), and (2) class treatment is the best method of adjudication, as seen in the fact that every class member received substantial relief without the need for numerous (and duplicative) individual cases (superiority). Thus, certification of the Settlement Class is warranted for settlement purposes only.

c. The Notice Provided to Class Members Was the Best Practicable Notice and Comported with Due Process Requirements

The notice requirements of Rule 1.220 are (a) designed to provide sufficient due process to class members by sufficiently informing them of the pendency of the Action and providing an opportunity to be heard or opt out, and (b) must be the "best notice practicable" under the circumstances. Nelson v. Wakulla County, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). To satisfy such requirement, individual notice should be provided to Class Members who can be identified through reasonable effort. See Cordell v. World Ins. Co., 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 173-75 (1974)).

Here, Class Notice was sent via direct mail and email by Analytics Consulting, LLC the Court appointed "Administrator". See Administrator Declaration at ¶¶ 7-8. Individual, direct notice by email and mail clearly comports with due process requirements. See, e.g., Juris v. Inamed Corp., 685 F.3d 1294, 1320 (11th Cir. 2012). The Administrator estimates that the Class Notice Program has reached approximately 100% of the Settlement Class Members. Id. at ¶ 10.

Moreover, and as explained in Agreed Order Preliminarily Approving Class Action Settlement dated August 31, 2026 (the "Preliminary Approval Order"), the Notice provided included a clear explanation of the terms of the Settlement, the amount sought in attorneys' fees and service awards, informed class members of their right to object to or seek exclusion and the method by which to do so and provided an opportunity to be heard. The Class Notice program also notifies the Settlement Class that by making a valid and timely claim they can choose between a cash payment or a voucher to purchase a toothbrush from Defendant.

The Administrator also established a Settlement Website, www.CDSTCPASettlement.com where Settlement Class Members could obtain copies of the Settlement Agreement, the Long Form Notice, the Claim Form and the Court's Preliminary Approval Order. Id. at ¶ 14. The Settlement Website is and has been active and also permits Settlement Class Members to a submit claim. Id. at ¶ 14. This Motion will also be posted to the Settlement Website upon filing with this Court.

The Administrator also maintains a toll-free phone number of 1-866-969-1557 and a post office box to receive mail both of which are provided on the www.CDSTCPASettlement.com website.

The Class Notice Program as described herein was successful and satisfies the requirements of due process. The reach of the Class Notice Program was consistent with other court-approved notice plans, was the best notice practicable under the circumstances.

Finally, no objections have been received by Analytics Consulting LLC. Id. at ¶ 18.

d. The Terms of the Settlement Are Fair and Reasonable

Finally, before granting final approval of a proposed settlement, the court must find that the terms of the settlement are fair, reasonable, and adequate. See Ramos v. Phillip Morris Cos., 743 So. 2d 24, 31 (Fla. 3d DCA 1999) (citations omitted). Courts consider several factors in making such determination, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. Grosso v. Fid. Nat'l Title Ins. Co., 983 So. 2d 1165, 1173-74 (Fla. 3d DCA 2008); see also Griffith v. Quality Distrib., 43 Fla. L. Weekly 1599 (App.2018).

All such aforementioned factors favor a finding that the terms of the Agreement are clearly fair, adequate, and reasonable. See Ramos v. Philip Morris Cos., 743 So. 2d 24, 32 (Fla. 3d DCA 1999) (approving settlement because benefits obtained must be analyzed in light of significant risk of litigation); Wilson v. EverBank, 2016 U.S. Dist. LEXIS 15751, at *34 (S.D. Fla. Feb. 3, 2016) (finding significant that appellate court could rule unfavorably to settlement class members). Continuing litigation through class certification briefing, summary judgment briefing (and potentially trial), and through an extensive appellate process would have been extremely expensive

and complex, and likely would have extended for several years. See, e.g., Borcea v. Carnival Corp., 238 F.R.D. 664, 673 (S.D. Fla. 2006) (approving settlement and finding significant that class members risked recovering nothing on threshold issue of whether a litigated class would be certified); Hamilton v. SunTrust Mortg. Inc., 2014 U.S. Dist. LEXIS 154762, at * (S.D. Fla. Oct. 24, 2014) (avoiding expense and length of protracted litigation is significant factor in analyzing terms of settlement). Moreover, not a single class member objected to the terms of the Agreement, which is virtually dispositive on the question of whether the terms of a settlement are fair and reasonable to Class Members. See also Barnhill v. Fla. Microsoft Anti-Trust Litig., 905 So. 2d 195, 200 (Fla. 3d DCA 2005) ("The fairness of the settlement and the propriety of the release is confirmed by the fact that so few of the class members have objected to it[.]").

As set forth in the Motion for Preliminary Approval, the Settlement Fund made available to the class here is more than reasonable, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of settlement. Defendant has indicated it would assert various legal challenges, and additional motion practice would follow, including a motion for class certification and motions for summary judgment, plus trial and potential appellate review following a final judgment. Success on these issues is not a foregone conclusion in light of these challenges and the highly capable and experienced counsel it retained to defend it in this action.

Furthermore, the Settlement Agreement has been positively received by the Settlement Class Members as not a single one has objected to the agreement. See Administrator Decl. at ¶ 18. The fact that it has been positively received speaks to its fairness and reasonableness.

For all these reasons, Plaintiff respectfully submits that the terms of the Settlement are fair, adequate, and reasonable to class members.

e. The Attorneys' Fees Requested Are Reasonable

The fees sought here are reasonable under the guidance of the United States Supreme Court for analysis of fee petitions in class actions where a settlement fund is obtained. See Boeing Co. v. Van Gemert, 444 U.S. 472, 478 (1980) (The Supreme Court "has recognized consistently that a litigant or a lawyer who recovers a fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.").

Here, Class Counsel is seeking $430,000 (11.2% of the Settlement Fund) in Attorneys' Fees and Costs from the Settlement Fund. Class Counsel expended numerous hours related to this matter and to compensate them, courts typically award between 20-40% of the settlement fund and Plaintiff's request is lower at 11.2%. See Camden I Condo. Ass'n v. Dunkle, 946 F.2d 768, 774 (11th Cir. 1991)("To avoid depleting the funds available for distribution to the class, an upper limit of 50% of the fund may be stated as a general rule, although even larger percentages have been awarded"); see also Dasher v. RBC Bank U.S. (In re Checking Account Overdraft Litig.), No. 09-MD-02036, 2020 U.S. Dist. LEXIS 142012, 2020 WL 4586398, at *51 (S.D. Fla. Aug. 10, 2020) (Approving thirty-five percent of a $ 7,500,000 settlement fund plus costs for Class Counsels efforts in achieving a resolution). The hours spent here by Class Counsel were on numerous issues, including investigating the potential claim and relevant legal and factual issues, drafting the Complaint, researching legal issues, discovery-related issues, data analysis, and a mediation session. The fee request is reasonable based on the results obtained. See Swift v. BancorpSouth Bank, No. 10-cv-00090-GRJ (N.D. Fla., July 15, 2016) (awarding $8.4 million in fees—35%—of $24 million class settlement); see also Johns Manville v. Tennessee Valley Auth., No. 99-2294 (N.D. Ala. Aug. 20, 2007) (awarding $6.3 million in fees—35%—of $18 million class settlement);

Neal v. Chase Manhattan Bank, U.S.A., N.A., No. 06-00049 (S.D. Ala. May 30, 2006) (awarding $1 million in fees and expenses—37%—of $2.7 million class settlement): see also Stuart J. Logan et al., Attorney Fee Awards in Common Fund Class Actions, 24 Class Action Rep. 169 (Mar.-Apr. 2003) (listing numerous fee awards above 35% between 1973 and 2003); Blanco v. Xtreme Drilling & Coil Services, Inc., 2020 U.S. Dist. LEXIS 126155, 2020 WL 4041456, at *5 (D. Colo. July 17, 2020) (awarding 38% fee of $850,000 settlement because it was in "line with the customary fees and awards in similar cases"); Candelaria v. Health Care Serv. Corp., No. 2:17-cv-404-KG-SMV, 2020 U.S. Dist. LEXIS 202390, at *17-18 (D.N.M. Oct. 30, 2020) ("I find that the requested attorneys' fee award of 35% of the gross settlement fund is reasonable and in line with similar awards."); Blanco v. Xtreme Drilling & Coil Servs., Civil Action No. 16-cv-00249-PAB-SKC, 2020 U.S. Dist. LEXIS 126155, at *15 (D. Colo. July 17, 2020) ("Plaintiff's counsel in this case seeks $323,000 in attorney's fees and costs, or 38% of the total settlement amount. The Court finds this amount to be in line with the customary fees and awards in similar cases."); In re Thornburg Mortg., Inc. Sec. Litig., 912 F. Supp. 2d 1178, 1257 (D.N.M. 2012) ("Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingency fee basis."); Cook v. Rockwell Int'l Corp., 2017 U.S. Dist. LEXIS 181814, 2017 WL 5076498, at *1-2 (D. Colo. Apr. 28, 2017) (explaining forty percent fee falls within acceptable range); Cimarron Pipeline Construction, Inc. v. National Council on Compensation Insurance, 1993 U.S. Dist. LEXIS 19969, 1993 WL 355466 at *2 (W.D. Okla. June 8, 1993) ("Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingent fee basis."); Shaw v. Interthinx, Inc., No. 13-CV-01229-REB-NYW, 2015 WL 1867861, at *6 (D. Colo. Apr. 22, 2015) (awarding one-third of a $6 million common fund, and

noting that "[t]his is well within the percentage range approved in similar cases," and that "the 'customary fee' factor supports the requested fee award"); Robles v. Brake Masters Sys., Inc., No. CIV 10-0135 JB/WPL, 2011 WL 9717448, at *19 (D.N.M. Jan. 31, 2011) ("Fees in the range of 30–40% of any amount recovered are common in complex and other cases taken on a contingent fee basis.") (quoting Cimarron Pipeline Const., Inc. v. Nat'l Council on Comp. Ins., No. CIV 89-1186-T, 1993 WL 355466, at *2 (W.D. Okla. June 8, 1993)). These fees are supported by a reasonable lode-star multiplier. Courts will apply a multiplier to give effect to the contingency factor and in recognition of substantial benefits conferred upon the class members. *Kuhnlein v. Department of Revenue*, 662 So.2d 309, 315 (Fla. 2019).

f. The Service Award Requested Is Reasonable

As explained by the Third District Court of Appeals, being a putative class representative "is less an honor than a headache" because he or she is "identified as a class litigant in public records (potentially affecting credit reports and disclosures for financing), is subject to fiduciary duties…may be deposed and required to produce records [and] meet with counsel and appear in court." Altamonte Springs Imaging, 12 So. 3d at 857. Thus, "incentive awards are appropriate to recognize the efforts of the representative plaintiffs to obtain recovery for the class." In re Domestic Air Transp. Litig., 148 F.R.D. 297, 358 (N.D. Ga. 1993).

Here, Defendant has agreed to pay the service award of up to $7,500.00 to the named Plaintiff, which is less than amounts regularly approved by courts. See, e.g., Altamonte Springs Imaging, 12 So. 3d at 857 (approving incentive award of $10,000); Bastian v. USAA, No. 13-cv-1454, USDC Middle District of Florida ($10,000 service awards in total-loss class action settlement); Jones v. I.Q. Data Int'l, Inc., No. 1:14-CV-00130-PJK, 2015 WL 5704016, at *2

(D.N.M. Sept. 23, 2015) ($20,000 incentive award from a $1 million fund); Markos, 2017 WL 416425, at *3 (approving incentive awards of $20,000 each in TCPA class action); *Prater*, 2015 WL 8331602, at *3 ($20,000 incentive award from a $6.75 million fund); Craftwood Lumber Co. v. Interline Brands, Inc., No. 11-CV-4462, 2015 WL 1399367, at *6 (N.D. Ill. Mar. 23, 2015) (collecting cases and approving a $25,000 service award to TCPA class representative); Ritchie v. Van Ru Credit Corp., No. CV-12-1714-PHX-SMM, 2014 WL 956131, at *5 (D. Ariz. Mar. 12, 2014) ($12,000 incentive award from a $2.3 million fund); Martin v. Dun & Bradstreet, Inc., No. 1:12-cv-215, 2014 WL 9913504, at *3 (N.D. Ill. Jan. 16, 2014) (approving a $20,000 service award to a TCPA class representative).

CONCLUSION

Plaintiff respectfully requests that the Court grant final approval of the proposed Settlement, and enter an order of final approval including, in substantially the same form, the content of the proposed Order attached as **Exhibit B**, including:

1. Directing payment be issued to Settlement Class Members in accordance with the terms of the Agreement;
2. Certifying the Settlement Class for purposes of settlement only;
3. Finding that the Notice provided was the best notice practicable and comported with due process requirements;
4. Appointing the named Plaintiff Sebastian Chaviano as class representative;
5. Appointing Michael Eisenband, and Manuel Hiraldo as Class Counsel;
6. Finding that the terms of the Settlement were fair, adequate, and reasonable;
7. Releasing the Released Parties from Released Claims;

8. Barring and enjoining Releasing Parties from asserting Released Claims;
9. Entering judgment with prejudice and without costs except as provided in the Agreement;
10. Approving Class Counsel's application for attorneys' fees and costs and Plaintiffs' Service Awards in accordance with the Agreement; and
11. Reserving jurisdiction to administer, supervise, and enforce the Agreement according to its terms.

Dated: October 12, 2026

Respectfully submitted,

HIRALDO P.A.

/s/ Manuel S. Hiraldo
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Counsel for Plaintiff and the Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of October 2026, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Michael Eisenband
Michael Eisenband, Esq.

EXHIBIT A

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

SEBASTIAN CHAVIANO individually and on behalf of all others similarly situated

Plaintiff,

v.

COAST DENTAL SERVICES, LLC,

Defendant.

Case No. 2026-013610-CA-01

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: Plaintiff Sebastian Chaviano ("Plaintiff" or "Class Representative"), on behalf of himself and the Settlement Class, and Defendant Coast Dental Services, LLC ("Defendant"). Plaintiff and Defendant will sometimes be referred to together as the "Parties," or, individually, as a "Party."

WHEREAS, Plaintiff filed a Class Action Complaint (the "Action") on behalf of himself and a putative class in the lawsuit styled *Sebastian Chaviano v. Coast Dental Services, LLC*, in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, which asserts claims under the Telephone Consumer Protection Act ("TCPA") and Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059.

WHEREAS, Plaintiff alleges that he and members of the class received marketing text messages and calls from Defendant without providing Defendant with prior express consent, which allegedly harmed them and the class (the "Allegations");

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

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

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Class and appoint him as Class Representative and his lawyers—Michael Eisenband of Eisenband Law, P.A. and Manuel S. Hiraldo of Hiraldo, P.A. — as Class Counsel in this case;

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

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

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

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representative and to the Settlement Class. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, has taken into account the uncertainty and risks inherent in this Action, and has determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

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

I. DEFINITIONS

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

A. "Administrator" means Analytics Consulting, LLC which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a)

arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administrating this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

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

C. "Attorneys' Fees and Expenses" means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for all attorneys' fees and expenses incurred by Plaintiff or Class Counsel.

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

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

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

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

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

I. "Class Counsel" means: Michael Eisenband, Eisenband Law, P.A., 515 E Las Olas Blvd., Ste 1301, Fort Lauderdale FL 33301 and Manuel S. Hiraldo, Hiraldo, P.A., 246 Shore Court, Lauderdale-By-The-Sea, FL 33308.

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

K. "Class Notice Date" means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as approximately thirty (30) days after entry of the Preliminary Approval Order.

L. "Class Period" means the time period from April 14, 2021 through the date of execution of the Settlement Agreement.

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

N. "Counsel for Defendant" means: Jeffrey J. Wilcox, Hill Ward Henderson 101 E Kennedy Blvd. – STE 3700, PO Box 2231, Tampa, FL 33602-5195.

O. "Court" means the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

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

Q. "Effective Date" means the day which the Court enters the Final Approval Order.

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

S. "Final" or "Finally Approved" or "Final Approval" of this Agreement means the later of the date that (i) the time has run for any appeals from the Final Approval Order or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement. If no objection has been filed, and therefore nobody has standing to file an appeal, the Final Approval Order becomes the day which the Court enters the Final Approval Order.

T. "Final Approval Order" means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 2**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the

Settlement Class as a whole in accordance with the Florida Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel's application for attorneys' fees and expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

U. "Long-Form Notice" means the notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 3** to this Agreement.

V. "Notice" means the postcard and e-mail individual notice (the former as necessary) that will mailed and e-mailed by the Administrator to those who may be Settlement Class Members, in substantially the form attached as **Exhibit 4** to this Agreement.

W. "Mail Notice" means the postcard individual notice (as necessary) that is mailed by the Administrator to Settlement Class Members, in substantially the form attached as **Exhibit 5** to this Agreement.

X. "Notice and Administrative Costs" means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendant of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mail and/or e-mail addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

Y. "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than sixty (60) days after entry of the Preliminary Approval Order.

Z. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than twenty (20) before the Final Approval Hearing.

AA. "Preliminary Approval Order" means an order to be entered by the Court certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 6** without material change.

BB. "Released Claims" means all claims for relief, against Released Parties that arise out of, concern or relate to the receipt of phone calls or text messages from Defendant in violation of the Telephone Consumer Protection Act, and/or the Florida Telephone Solicitation Act as of the date of a final Court order approving the Settlement and dismissing the case with prejudice.

CC. "Released Parties" means Defendant and any vendors, contractors, or agents that were involved in any way with the complained of the released text message calls which were sent by or on behalf of Defendant. It shall also include any of their owners, representatives, parents, subsidiaries, affiliates, agents, vendors contractors, subcontractors, insurers, officers, board members, employees, predecessors, successors and assigns.

DD. "Request for Exclusion" means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

EE. "Service Award" means any approved payments to the Class Representative.

FF. "Settlement" means the settlement set forth in this Agreement.

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

> **All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s).**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

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

II. "Settlement Class Data" means data relating to approximately **24,308** persons who according to Defendant's records are members of the Settlement Class. The Settlement Class Data shall be treated as Confidential Information.

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

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

LL. "Settlement Fund" means the total maximum amount that Defendant has agreed to make available, as described in Section II B.1., to cover the Claim Settlement Payments as well as Attorneys' Fees and Expenses, all Notice and Administration Costs, and any Service Award.

MM. "Settlement Website" means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

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

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

ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representatives and Class Counsel agree that Defendant retain and reserve all of these rights and agree not to take a position to the contrary.

B. <u>Settlement Class Relief</u>

1. Claim Settlement Payments to Settlement Class

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

Defendant shall make available up to $3,840,664 (the "Settlement Fund") available for payment of claims submitted by Class Members, Attorneys' Fees, all Notice and Administration Costs, and any Service Award.

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

Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator in the amount of $59 in cash ($1,434,172.00 total available for cash claims) or $99 ($2,406,492.00 total available in voucher claims) in a voucher which can be utilized to buy an electronic toothbrush sold by Defendant. The total amount each Settlement Class Member receives in cash or voucher may be reduced to account for Attorneys' Fees, all Notice and Administration Costs, and any Service Award. One (1) claim is allowed per Settlement Class Member.

Within sixty (60) days after the Effective Date of receiving a timely, valid, correct, and verified Claim Form, the Administrator shall send, by first-class mail, a Claim Settlement Check

to each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form. Checks will be valid for ninety (90) days from the date on the check.

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

Any funds not claimed by the Class Members, after payment of Notice and Administration costs, Attorney's Fees and Costs, and Incentive Award, shall remain with Defendant.

Defendant has also agreed to adopt policies and procedures to ensure compliance with the TCPA and FTSA.

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

C. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant.

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Plaintiff may petition the court for a Service Award which will be paid by Defendant in an amount not to exceed $7,500.00. To the extent the court does not approve an incentive award or does not award the entirety of the requested amount, the monies will remain with Defendant. The non-approval of the amount requested by Plaintiff shall not be a basis to terminate the settlement. Any Service Award shall be sent to Class Counsel (Hiraldo P.A.) by Defendant or the Administrator within fourteen (14) days of Final Approval and Class Counsel shall distribute the amount to Plaintiff.

2. Attorneys' Fees and Expenses

Class Counsel Fees and Costs shall be paid by Defendant subject to court approval and Class Counsel in the amount of $430,000 for fees and costs (11.20% of the Settlement Fund). To the extent the court does not approve an attorney's fee award or does not award the entirety of the requested amount, the monies will remain with Defendant. The non-approval of the amount requested by Class Counsel shall not be a basis to terminate the settlement. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation. Attorneys' Fees and Expenses shall be paid as follows by Defendant: (1) $107,500 on or before March 31, 2027; (2) $107,500 on or before June 30, 2027; (3) $107,500 on or before September 30, 2027; and (4) $107,500 on or before December 31, 2027. If the amount of Attorneys' Fees and Expenses approved by the Court changes, then the amount actually approved will be due in 4 equal payments on the dates set forth above.

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on Analytics Consulting, LLC as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to

assist with various additional administrative tasks in implementing the Settlement as the Parties agree is appropriate.

The Parties will coordinate with the Administrator to provide and mail/email Notice to the Settlement Class, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

All Notice and Administrative Costs shall be paid by Defendant. Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, or the Administrator. The Administrator will invoice Defendant directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendant monthly for incurred fees and expenses thereafter. The Administrator will complete and provide to Defendant any W9 forms necessary for Defendant to pay for the Notice and Administrative Costs. The Parties agree that Administrator costs shall be paid from the Settlement Fund.

B. <u>Notice</u>

1. Notice to the Settlement Class

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

which operation of the Settlement Website ceases, which shall be three months following distribution of the Net Settlement Fund to Settlement Class Claimants, or such other date as Class Counsel and Defendant may agree upon in writing.

2. Settlement Class Data

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

3. Notice

The Administrator shall send Notice to Settlement Class Members for which Defendant maintains mail and/or email addresses. For those Settlement Class Members whose email address is available, one copy of E-Mail Notice shall be provided. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update e-mail addresses (e.g., reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the E-Mail Notice to all Settlement Class Members. The E-Mail Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the E-Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

The Administrator shall use Mail Notice only for any Settlement Class Members who do not have e-mail addresses or for any Settlement Class Members from whom E-mail Notices were returned as undeliverable. For those Settlement Class Members only, the Administrator, by the Class Notice Date, shall by first class U.S. Mail send one copy of the Mail Notice. After posting of the Mail Notice by the Administrator with the United States Postal Service, for any Mail Notices

returned as undeliverable, the Administrator shall use the National Change of Address database (the "NCOA") or skip-tracing in an attempt to obtain better addresses for such returned Mail Notices, and should the NCOA or skip-tracing show a more current address, the Administrator shall post the returned Mail Notice to the more current address. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the Mail Notice was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

4. Long-Form Notice

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

5. Settlement Website

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

6. IVR

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

C. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a Claim, Settlement Class Members must correctly provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information: (a) Settlement Class Claimant's name, current address, telephone number, and e-mail address (if any); and (b) Settlement Class Claimant's telephone number that received a text message/call from Defendant.

2. Claim Filing Process

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

3. Invalid Claims

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

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

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; and that the Settlement Class Claimant is a member of the Settlement Class. Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in the Claim being deemed invalid, and Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall not receive any incentive for denying claims. The amount each Settlement Class Member receives will be based on their pro rata share of any funds available from the Settlement Fund after all Attorneys' Fees, all Notice and Administration Costs, and any Service Award have been paid. Each Class Member shall have the option of choosing up to a $99.00 voucher which shall be used to purchase an electronic toothbrush from Defendant or a cash payment of up to $59.00. Any Class Member who makes a claim but fails to select an option or whose selection is indecipherable by the Class Administrator, shall be sent a voucher for up to $99.00.

D. <u>Opt-Out Rights</u>

1. Opt-Out Requirements

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to Class Counsel (or the Administrator), at the address listed in the Class Notice, a Request for Exclusion that is postmarked

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

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

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

2. Opt-Outs Not Bound

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

3. List of Requests for Exclusion

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

4. All Settlement Class Members Bound By Settlement

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

E. Objections

Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

1. Process

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

2. Requirements

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

a. the name of the Action;

b. the objector's full name, address, and telephone number;

c. an explanation of the basis on which the objector claims to be a Settlement Class Member;

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;

e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each

case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years the objector's counsel;

h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

l. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final

Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

3. Appearance

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

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

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

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

The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of court. If the

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

F. Funding & Distribution of The Settlement Fund and Claim Settlement Payment

1. Settlement Fund

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Class. Any part of the Settlement Fund that is not used to provide relief for the Settlement Class shall remain with Defendant. Any Attorneys' Fees and Expenses, any Service Award, and all Notice and Administrative Costs will be paid by Defendant through the Settlement Fund. Any amount left in the Settlement Fund from uncashed checks shall remain with Defendant.

2. Funding

From the Settlement Fund, Defendant, within thirty (30) days after the Effective Date, shall fund all amounts required by the Administrator for distribution of any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms.

3. Distribution

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

G. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary,

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

H. Termination of Agreement

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

I. Retention of Records

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

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

C. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested

exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

D. Dismissal of Claims

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

E. Continuing Jurisdiction of Court

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

V. RELEASES

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member

covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims.

The Class Representative, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all claims that he may have against any of the Released Parties.

Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

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

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

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

VII. MISCELLANEOUS PROVISIONS

C. Receipt of Advice of Counsel

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

D. Cooperation to Facilitate this Settlement

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

E. Representation by Counsel

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

F. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of himself or the Settlement Class, against Defendant. Defendant expressly denies and disclaim any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

G. Contractual Agreement

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

H. Change of Time Periods

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

I. Integration

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

J. Costs

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

K. Modification or Amendment

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

L. No Waiver

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

M. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision

to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

N. No Violation of Law or Agreement

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

O. Successors

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

P. Choice of Law

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

Q. Fair and Reasonable

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

R. Headings

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

S. Exhibits

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

T. Counterparts

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

U. Facsimile and Electronic Mail

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

V. Warranty of Signature

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

W. No Assignment

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

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

X. Confidentiality; Communications to Media and Public

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

The Parties also agree that they shall not publish a press release, initiate contact with the press, respond to any press inquiry, or have any communication with the press about the facts, settlement amount, or terms of the settlement. The Parties further agree that, before the entry of Final Approval of the Settlement, they shall not publish a release on the Internet concerning the Settlement without the prior written review and approval of Defendant.

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

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

Dated: 08/17/26 By: Sebastian Chaviano

SEBASTIAN CHAVIANO

Dated: 08/18/26 By: Manuel Hiraldo

Counsel for Plaintiff and the Settlement Class

Dated: 08/25/2026

COAST DENTAL SERVICES, LLC.

By: Sarah Finnegan

Name: Sarah Finnegan

Title: General Counsel

EXHIBIT 1

<< Mail ID>>

COAST DENTAL SERVICES, LLC. – TCPA SETTLEMENT

CLAIM FORM

Case No. XXX-XXXX-XXX

Return this Claim Form to: Claim Administrator, PO Box xxxx, Portland, OR xxxxx- xxxx. Questions, visit **www.XXXXXXXX** or call **1-xxx-xxx-xxxx**.

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED BY [MONTH DAY, YEAR] BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

YOU MUST SUBMIT THIS CLAIM FORM TO RECEIVE A SETTLEMENT PAYMENT.

Please note that this Claim Form may be researched and verified by the Claim Administrator.

YOUR CONTACT INFORMATION

Name: _____ _____ _____
(First) (Middle) (Last)

Current Address: _____

(City) (State) (ZIP Code)

Telephone Number that you received a Text Message and/or Call from Coast Dental Services, LLC. at:
(_____)_____– _____
Email address (if any):_____

Current Phone Number: (_____)_____–_____ **or** ☐check if same as above
(Please provide a phone number where you can be reached if further information is required.)

PLEASE CHECK ONE OF THE FOLLOWING BOXES TO SIGNIFY YOUR CHOICE (IF NONE IS CHECKED (or if the selection is unclear) YOU WILL RECEIVE A VOUCHER**):**

☐ - **I elect to receive up to $99.00 in a voucher which can be used to purchase an electronic toothbrush sold by Defendant.**

☐ **- I elect to receive up to $59.00 in cash payment**

Claim ID:

Settlement Class Member Verification

By submitting this claim form, I attest that to the best of my knowledge, that I received more than one text message and/or call from Coast Dental Services, LLC, reminding or encouraging the scheduling of an appointment after I made a request to Coast Dental Services, LLC to not receive future solicitations.

****

Additional information regarding the Settlement can be found at visit www.XXXXXXXXX.com

Signature:_____ Date: _____

Print Name:_____

If you have questions, you may call the Claim Administrator at 1-xxx-xxx-xxxx.

EXHIBIT 2

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

SEBASTIAN CHAVIANO individually and on behalf of all others similarly situated Plaintiff, v. COAST DENTAL SERVICES, LLC. Defendant.	Case No. 2026-013610-CA-01

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On _____, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Sebastian Chaviano, on behalf of himself and all members of the Settlement Class, and Defendant Coast Dental Services, LLC ("Defendant") (collectively, the "Parties"). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class.

The deadline for the Settlement Class Members to either object or exclude themselves from the terms of the Settlement Agreement has now passed, and __ objections and __ exclusions have been received.

The Court has now considered: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiff's Complaint on the merits and with prejudice in favor of Defendant and against all

persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys' Fees and Expenses and whether and in what amount to award Service Award to Plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in mediation and extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the

claims of Plaintiff are typical of the claims of the Settlement Class he seeks to represent; (d) Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement: "All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s)." The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. The Court appoints the following attorneys and firms as Class Counsel: Michael

Eisenband, Eisenband Law, P.A., 515 E Las Olas Blvd., Ste 1301, Fort Lauderdale FL 33301 and Manuel S. Hiraldo, Hiraldo, P.A., 246 Short Court, Lauderdale-by-the-Sea, Florida 33308.

6. The Court finally designates Plaintiff Sebastian Chaviano as the Class Representative.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submit valid, timely, and complete Claims.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel $430,000.00 as reasonable attorneys' fees and reasonable costs incurred in this Action payable from Defendant and pursuant to the terms of the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the

Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (3) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and ____ Settlement Class Member(s) objected.

12. The Court awards Service Award in the amount of $7,500.00 to Plaintiff, Sebastian Chaviano payable from Defendant and pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement

14. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in

addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and

the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or

administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and released delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without

prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

22. Any hearings currently scheduled are hereby cancelled.

23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

DONE and **ORDERED** at Miami-Dade, Florida, this ____ day of _____, 2026.

_____
HON.
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

EXHIBIT 3

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

If You Received a Text Message from Coast Dental Services, LLC

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

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

- A Settlement has been reached in a class action lawsuit about whether Coast Dental Services, LLC ("Defendant") sent marketing calls and/or text messages to telephone numbers in violation of the Telephone Consumer Protection Act ("TCPA") and Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059. Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.
- The Settlement offers payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will receive your payment by check.
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 if you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of 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 Defendant about the Claims in this case.

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

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BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Chaviano v Coast Dental Services, LLC* in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Hon. _____ a Judge of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida is overseeing this case. The person who sued, Plaintiff Sebastian Chaviano is called the "Plaintiff." Coast Dental Services, LLC is called the "Defendant".

2. What is this litigation about?

The lawsuit alleges that Defendant sent text messages and phone calls to Plaintiff's telephone number in violation of the TCPA and FTSA, and seeks actual and statutory damages under the TCPA/FTSA on behalf of the named Plaintiff and a class of all individuals in the United States.

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

The Plaintiff's Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.XXXXX.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the TCPA?

The Telephone Consumer Protection Act (commonly referred to as the "TCPA") is a federal law that restricts the use of marketing related text message calls and phone calls. The Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059 is a Florida state law which similarly restricts the use of text messages and phone call communications.

4. Why is this a class action?

In a class action, one person called the "Class Representative" (in this case, Plaintiff) sue on behalf of themselves and other people with similar claims.

All of the people who have claims similar to the Plaintiff are Settlement Class Members, except for those who exclude themselves from the class, among others.

5. Why is there a settlement?

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

WHO IS PART OF THE SETTLEMENT?

6. Who is included in the Settlement?

The Settlement includes all persons who received text messages on their telephone from Defendant after having first asked Defendant to stop sending them text messages. Specifically, the Settlement Class is defined as:

> **All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s).**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); and (5) any Settlement Class Member who has timely opted out of this proceeding.

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

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.XXXX.com or call the toll-free number, 1-xxx-xxx-xxxx. You also may send questions to the Settlement Administrator at XXXX TCPA Settlement Administrator, P.O. Box XXXX, XXXX, XX XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Defendant has agreed to make up to $3,840,664.00 (the "Settlement Fund") available for claims by the Settlement Class Members. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check. The Settlement Class Member may select to receive either their pro rata share of any funds available from the Settlement Fund (up to $59.00 per Settlement Class Member in cash or $99.00 in voucher which can be used to purchase an electronic toothbrush sold by Defendant) after all Attorneys' Fees and expenses, all Notice and Administration Costs, and any Service Award have been paid. Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 60 days following the Effective Date.

9. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, www.XXXX.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately and submitted timely. One claim is allowed per Settlement Class Member.

You must submit a Claim Form by U.S. mail or through the Settlement Website, and it must be postmarked by [DATE].

Please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

10. When will I receive my check?

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I get out of the Settlement?

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

XXXXX Settlement Administrator
P.O. Box XXXX
XXXX, XX XXXX

Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be "excluded from the Settlement Class" and that, absent of excluding yourself or "opting out," you are "otherwise a member of the Settlement Class."

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

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

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

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

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

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendant or 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.XXXX.com. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 at no charge to you, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

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

Michael Eisenband, Esq.
Eisenband Law, P.A.
515 E Las Olas Blvd. Suite 1301
Fort Lauderdale, Florida 33301

Manuel S. Hiraldo, Esq.
Hiraldo P.A.
246 Shore Court
Lauderdale-by-The-Sea, Florida 33308

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

16. How will the lawyers be paid?

Class Counsel intend to request up to 11.2% of the Settlement Fund for attorneys' fees and out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request a Service Award of up to $7,500 for Plaintiff for his service as Class Representative on behalf of the whole Settlement Class. Any Service Award will be paid out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

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

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

1) A heading that includes the case name and case number—*Chaviano v. Coast Dental Services, LLC.* – Case Number 2026-013610-CA-01.
2) Your name, address, telephone number, the cell phone number at which you received text messages from Defendant and if represented by counsel, the name, bar number, address, and telephone number of your counsel;
3) A signed statement stating, under penalty of perjury, that you received one or more text message from Defendant and are a member of the Settlement Class;
4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;

5) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;

6) The number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case;

7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

8) Any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you or your counsel and any other person or entity.

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

Clerk of the Court	Class Counsel	Defendant's Counsel
Eleventh Judicial Circuit Miami-Dade County 73 West Flagler Street, Miami, Florida 33130	Manuel Hiraldo, Esq. Hiraldo, P.A. 246 Shore Court Lauderdale-By-The-Sea, FL 33308	Jeff Wilcox, Esq. Hill Ward Henderson 101 E. Kennedy Blvd., Suite 3700, Tampa, FL 33602

18. What is the difference between objecting and asking to be excluded?

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

THE FINAL APPROVAL HEARING

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

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

The Court has scheduled a Final Approval Hearing on **xxxxxxx at xxx a.m.** at the xxxxxxxxxxxxx. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.XXXX.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 and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with

all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 17 above).

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.XXXX.com. You also may write with questions to the Settlement Administrator at XXXX, P.O. Box XXXX, XXXX, XX XXXXX or call the toll-free number, 1-xxx-xxx-xxxx.

EXHIBIT 4

If You Received a Text Message from COAST DENTAL SERVICES, LLC., You May Be Entitled to a Payment from a Class Action Settlement

A settlement has been reached in a class action lawsuit alleging that Coast Dental Services, LLC ("Defendant") sent phone calls and/or text messages to consumers in violation of the Telephone Consumer Protection Act ("TCPA") and Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059. Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.

Who's Included? The Settlement includes all persons who received a text message from Defendant on their telephone number. Specifically, the Settlement Class is defined as:

> **All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s).**

What Are the Settlement Terms? To fully settle and release claims of the Settlement Class Members, Defendant has agreed to make up to $3,840,664 (the "Settlement Fund") available for claims by the Settlement Class Members. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall receive either their pro rata share of any funds available from the Settlement Fund (up to $59.00 per Settlement Class Member in cash or $99.00 in voucher which can be used to purchase an electronic toothbrush sold by Defendant) after all Attorneys' Fees and expenses, all Notice and Administration Costs, and any Service Award have been paid. Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 60 days following the Effective Date.

How Do I Submit a Claim Form? To get a payment, you must submit a Claim Form by the deadline stated below. You may download a Claim Form at the Settlement Website, www.XXXX.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately, signed under penalty of perjury, and submitted timely. You may submit a Claim Form by U.S. mail or file a Claim Form online. If you send in a Claim Form by U.S. mail, it must be postmarked by **xxxxxxxxxx**. Claim Forms submitted online or by email must be submitted by **11:59 p.m. EST on xxxxxxxxxx**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **xxxxxxxxxx**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by **xxxxxxxxxx**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object. The Court may hold a Final Approval Hearing to consider whether to approve the Settlement, a request for attorneys' fees and costs of up to 11.2% of the Settlement Fund and a service award of $7,500.00 to the Plaintiff. Any attorneys' fees, expenses or service award will be paid by Defendant through the Settlement Fund. You may appear at the hearing, either yourself or through an attorney you hire, but you don't have to.

For more information, call or visit the Settlement Website.
www.XXXX.com **1- xxx-xxx-xxxx**

EXHIBIT 5

If You Received a Text Message from COAST DENTAL SERVICES, LLC, You May Be Entitled to a Payment from a Class Action Settlement

A settlement has been reached in a class action lawsuit alleging that Coast Dental Services, LLC ("Defendant") sent marketing text messages and telephone calls to consumers after being asked to stop doing so in violation of the Telephone Consumer Protection Act ("TCPA") and Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059. Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.

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

Who's Included? All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s).

What Are the Settlement Terms? To fully settle and release claims of the Settlement Class Members, Defendant has agreed to make up to $3,840,664 (the "Settlement Fund") available for claims by the Settlement Class Members. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall receive either their pro rata share of any funds available from the Settlement Fund (up to $59.00 per Settlement Class Member in cash or $99.00 in voucher which can be used to purchase an electronic toothbrush sold by Defendant) after all Attorneys' Fees and expenses, all Notice and Administration Costs, and any Service Award have been paid. Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 60 days following the Effective Date.

How Can I Get a Payment? To get a payment, you must submit a valid Claim Form by U.S. mail or online at www.XXXX.com. A Claim Form is attached to this notice which you can sign and mail. You may also submit a claim online at www.XXXX.com by using the Claim ID No. on the front of this postcard. You can also download a Claim Form online at www.XXXXX.com or call the Settlement Administrator at the toll-free number below to request a Claim Form. To be valid, a Claim Form must be completed fully and accurately, signed, and be submitted timely. If you send in a Claim Form by regular mail, it must be postmarked on or before **XX/XX/XXXX**. The deadline to file a Claim online is 11:59 **pm. EST on XX/XX/XXXX**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XX/XX/XXXX.** If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by **XX/XX/XXXX**. The Long Form Notice available on the Settlement Website **www.XXXX.com** explains how to exclude yourself or object. The Court may hold a Final Approval Hearing to consider whether to approve the Settlement, a request for attorneys' fees and costs of up to 11.2% of the Settlement Fund and a Service Award of up to $7,500 to the Class Representative. You may appear at the hearing, either personally or through an attorney you hire, but you don't have to. For more information, call or visit the Settlement Website: **www.XXXX.com.**

COURT ORDERED LEGAL NOTICE

If you received a Text message from Coast Dental Services, LLC, Inc.

you may be entitled to a cash payment or voucher.

Complete and return the enclosed form by

_____

to receive a cash payment or voucher.

Coast Dental Services, LLC, Inc.
Class Action Settlement
PO BOX 0000
City, State, Zip Code

Class Member John Doe
123 ABC Street
Miami, FL 12345
Claim ID No.:

_____

Coast Dental Services, LLC, Inc.
TEXT MESSAGE TCPA/FTSA SETTLEMENT

CLAIM FORM

Name & Address: [PREFILL] Current Phone Number: [Claimant Fill]

Phone Number on Record: [PREFILL]

1. ADDRESS (if different from above)
Primary Address
Primary Address continued
City: State: Zip Code:

PLEASE CHECK ONE OF THE FOLLOWING BOXES TO SIGNIFY YOUR CHOICE (IF NONE IS CHECKED YOU WILL RECEIVE A VOUCHER):

☐ **-** I elect to receive up to $99.00 in a voucher which can be used to purchase an electronic toothbrush sold by Defendant.

☐ **-** I elect to receive up to $59.00 in cash payment

2. AFFIRMATION (required): By signing below, I attest that the information above is correct to the best of my knowledge.

_____

_____

_____

_____

postage
prepaid
mark

Chaviano v. Coast Dental Services, LLC
Claims Administrator
P.O. Box ___
XXXX, XX

EXHIBIT 6

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

SEBASTIAN CHAVIANO individually and on behalf of all others similarly situated

Plaintiff,

v.

COAST DENTAL SERVICES, LLC,

Defendant.

Case No. 2026-013610-CA-01

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

Plaintiff Sebastian Chaviano on behalf of himself and all members of the Settlement Class ("Plaintiff" or "Class Representatives), and Defendant Coast Dental Services, LLC ("Defendant") (collectively, the "Parties") have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement. Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of Florida Rule of Civil Procedure 1.220 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class

Representative and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy Florida Rule of Civil Procedure 1.220 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses and request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's Fee Application, and/or the request for Service Award for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application and request for Service Awards for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

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

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2).

3. Venue is proper in this Court.

<u>Provisional Class Certification and Appointment of Class Representatives and Class Counsel</u>

4. It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification

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

5. The Court finds, for settlement purposes, that the Florida Rule of Civil Procedure 1.220 factors are present and that certification of the proposed Settlement Class is appropriate under Rule 1.220. The Court therefore provisionally certifies the following Settlement Class.

> **All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s).**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); and (5) any Settlement Class Member who has timely opted out of this proceeding.

6. Specifically, the Court finds, for settlement purposes and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of Florida Rule of Civil Procedure 1.220:

(a) Numerosity: In the Action, approximately 24,308 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder

of all members is impracticable.

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

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

(d) Adequacy: Adequacy under Rule 1.220 relates to: (1) whether the proposed class representative has interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314 (S.D. Fla. 2001). Here, adequacy is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff

has retained competent counsel to represent them and the Settlement Class. Class Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Class in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Rel. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 1.220 is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that "[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member's effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member." *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Here, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Class in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Class. Moreover, each member of the Settlement Class has claims that arise from the same or similar alleged Defendant's practices as well as the same legal theories.

7. The Court appoints Plaintiff Sebastian Chaviano as the Class Representative.

8. The Court appoints the following attorneys and firms as Class Counsel: Michael Eisenband, Eisenband Law, P.A., 515 E Las Olas Blvd., Ste 1301, Fort Lauderdale FL 33301 and

Manuel S. Hiraldo, Hiraldo, P.A., 246 Shore Court, Lauderdale-By-The-Sea, FL 33308.

9. The Court recognizes that Defendant reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Defendant also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

Preliminary Approval of the Settlement

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

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

Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice and the Claims Process

12. The Court approves the form and content of the Class notices, substantially in the forms attached to the Settlement, as well as the Claim Form attached thereto. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement Agreement, Class Counsel's attorneys' fees application and the request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Florida Rule of Civil Procedure 1.220 and the Constitutional requirement of Due Process.

13. Analytics Consulting LLC shall serve as the Administrator.

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

Notice

15. The Administrator shall administer Notice as set forth in the Settlement Agreement. The Notice shall be completed and issued no later than 30 days after Preliminary Approval.

Settlement Website

16. The Administrator shall establish a Settlement Website as a means for Settlement Class Members to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Class Notice program. The Settlement Website shall include to the Settlement, the Long-Form Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agree to include. These documents shall remain on the Settlement Website until at least 60 days following the Claim Deadline.

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

Final Approval Hearing, Opt-Outs, and Objections

18. A Final Approval Hearing shall be scheduled before this Court through Zoom or other video conferencing equipment to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's fee Application and request for service award for the Class Representative should be granted.

19. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members or to approve the Settlement with modification without further notice to Settlement Class Members.

20. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-

out procedures set forth in the Settlement Agreement. To be valid and timely, opt-out requests must be received by all those listed in the Long-Form Notice no later than twenty days before the Final Approval Hearing.

21. Any Settlement Class Member may object to the Settlement, Class Counsel's Fee Application, or the request for a Service Award for Plaintiff. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and Defendant's Counsel, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be postmarked no later than 60 days after entry of the Preliminary Approval Order, as set forth in the Notice. To be valid, an objection must include the following information:

a. the name of the Action;

b. the objector's full name, address, and telephone number;

c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;

e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Application;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

k. the objector's signature (an attorney's signature is not sufficient).

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

22. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for a Service Award for Plaintiff, no later than 45 days after entry of the Preliminary Approval Order.

23. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request a Service Award for Plaintiff, no later than 75 days after entry of the Preliminary Approval Order.

Effect of Failure to Approve Settlement

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

(a) All orders and findings entered in connection with the Settlement shall

become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

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

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

Stay/Bar of Other Proceedings

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

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

Event	**Date**	**Timeline**
Deadline for Completion of Notice		30 days after entry of the Preliminary Approval Order
Deadline for opting-out of the Settlement and for submission of Objections		60 days after entry of the Preliminary Approval Order
Deadline for submitting claim form		15 days *after* the Final Approval Hearing
Deadline for filing Motion for Final Approval of Settlement		45 days after entry of the Preliminary Approval Order

and Class Counsel's Fee application and expenses, and for service award		
Deadline for Responses to Objections		75 days after entry of the Preliminary Approval Order
Final Approval Hearing		Approximately 100 days after entry of the Preliminary Approval Order

DONE and **ORDERED** at _____, Florida, this ____ day of _____, 2026.

_____
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

EXHIBIT B

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

CASE NO: 2026-013610-CA-01
SECTION: CA43
JUDGE: JAVIER A. ENRIQUEZ

SEBASTIAN CHAVIANO

PLAINTIFF(S)

VS.

COAST DENTAL SERVICES, LLC

DEFENDANT(S)

_____/

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On August 31, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Sebastian Chaviano, on behalf of himself and all members of the Settlement Class, and Defendant Coast Dental Services, LLC ("Defendant") (collectively, the "Parties"). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class.

The deadline for the Settlement Class Members to either object or exclude themselves from the terms of the Settlement Agreement has now passed, and __ objections and __ exclusions have been received.

The Court has now considered: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiff's Complaint on the merits and with prejudice in favor of Defendant and against all

persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys' Fees and Expenses and whether and in what amount to award Service Award to Plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in mediation and extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the

claims of Plaintiff are typical of the claims of the Settlement Class he seeks to represent; (d) Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement: "All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s)." The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. The Court appoints the following attorneys and firms as Class Counsel: Michael

Eisenband, Eisenband Law, P.A., 515 E Las Olas Blvd., Ste 1301, Fort Lauderdale FL 33301 and Manuel S. Hiraldo, Hiraldo, P.A., 246 Short Court, Lauderdale-by-the-Sea, Florida 33308.

6. The Court finally designates Plaintiff Sebastian Chaviano as the Class Representative.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submit valid, timely, and complete Claims.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel $430,000.00 as reasonable attorneys' fees and reasonable costs incurred in this Action payable from Defendant and pursuant to the terms of the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the

Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (3) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and ____ Settlement Class Member(s) objected.

12. The Court awards Service Award in the amount of $7,500.00 to Plaintiff, Sebastian Chaviano payable from Defendant and pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement

14. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in

addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and

the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or

administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and released delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without

prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

22. Any hearings currently scheduled are hereby cancelled.

23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

DONE and **ORDERED** at Miami-Dade, Florida, this ____ day of _____, 2026.

_____
HON. Javier A. Enriquez
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

EXHIBIT C

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

CASE NO: 2026-013610-CA-01
SECTION: CA43
JUDGE: Javier A. Enriquez

Sebastian Chaviano

Plaintiff(s)

vs.

Coast Dental Services, LLC

Defendant(s)

_____/

DECLARATION OF SETTLEMENT ADMINISTRATOR REGARDING NOTICE

I, Shari Lynne Grayson, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am currently a Project Manager for Analytics Consulting, LLC (hereinafter "Analytics"), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. Analytics provides consulting services to the design and administration of class action and mass tort litigation settlements and notice programs. The settlements Analytics has managed over the past twenty-five years range in size from fewer than 100 class members to more than 40 million, including some of the largest and most complex notice and claims administration programs in history.

2. Analytics' clients include corporations, law firms (both plaintiff and defense), the Department of Justice, the Securities and Exchange Commission, and the Federal Trade Commission, which since 1998 has retained Analytics to administer and provide expert advice regarding notice and claims processing in their settlements/distribution of funds.

3. In my capacity as Project Manager, I count among my duties responsibility for matters relating to the settlement administration for the above-captioned litigation.

4. Analytics has been engaged in this matter to provide settlement administration services.

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Notice of Proposed Class Action Settlement

5. On September 14, 2026, Analytics received Settlement Class Member data in this action. The data file contained 15,782 phone numbers belonging to Settlement Class Members.

6. Analytics then prepared a data file with Class Member phone numbers, names, and mailing and email addresses where available, which were used to search for complete names, mailing addresses, and email addresses. 12,219 records were found that included email addresses. 3,372 records were found that lacked email addresses but had mailing addresses. For 191 records, neither an email address nor a mailing address was found.

7. On September 30, 2026, Analytics emailed the Court-approved Notice of Proposed Class Action Settlement ("Notice") to 12,219 Settlement Class Members.

8. On September 30, 2026, Analytics mailed the Court-approved Notice of Proposed Class Action Settlement ("Notice") double postcard Notice to 3,372 Settlement Class Members.

9. Of the 420 email notices that bounced back as undeliverable, 420 were mailed a postcard Notice on October 9, 2026.

10. Through the date of this declaration, of the 15,591 Class Members who received Notice by mail or email, zero Notices remain undeliverable via email. Accordingly, 100% (15,591 of 15,591) of the total Class Members received Notice by either mail and/or email.

11. To support the mailing of the Class Notice, Analytics established and continues to maintain a toll-free telephone number for the Action, 1-866-969-1557. This toll-free telephone line connects callers with an Interactive Voice Recording ("IVR"). By calling this number, Class Members can listen to pre-recorded answers to Frequently Asked Questions ("FAQs") or request that a Notice be mailed to them. The toll-free telephone line and IVR have been available 24 hours a day, 7 days a week.

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12. In addition, Monday through Friday from 8:30 a.m. to 5:00 p.m. Central Time (excluding official holidays), callers to the toll-free telephone line can speak to a live operator regarding the status of the Action and/or obtain answers to questions they may have about the Notice. During other hours, callers may request a callback, which is automatically queued for the next business day.

13. Class members can email a dedicated email address with questions regarding the Settlement to FRLTCPACase@noticeadministrator.com. The email address was included in the Class Notice.

Settlement Website

14. To support the mailing of the Notice, Analytics established and continues to maintain a website dedicated to this Action (www.CDSTCPASettlement.com) where Settlement Class Members can obtain copies of the Settlement Agreement, Long Form Notice, Claim Form, and the Court's Preliminary Approval Order. The Settlement Website also permits Settlement Class Members to submit claims electronically. The Website address was included in the Notice.

Response to Class Notice

15. Settlement Class Members can opt out of the settlement by mailing a written statement requesting exclusion from the Class to Analytics by October 30, 2026.

16. Settlement Class Members can object to the proposed settlement by filing with the Court, as well as mailing a written statement objecting to the settlement to Class Counsel, Defendant's Counsel, and the Clerk of the Court by October 30, 2026.

17. The deadline to submit a claim is December 24, 2026, by mail or through the Settlement Website.

18. Analytics is not aware of any objections to the Class Action Settlement.

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19. Analytics is not aware of any opt-outs to the Class Action Settlement.

20. Analytics has complied with all terms and conditions of the Settlement Agreement and the Preliminary Approval Order.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: October 8, 2026

Signed by:
Shari Lynne Grayson
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