

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made by and among Stephan Campbell (“Plaintiff”), on behalf of himself and the Settlement Class (as defined below), on the one hand, and Everything Breaks, Inc. (“Everything Breaks”), on the other hand (collectively, the “Parties”). Plaintiff, Class Counsel (as defined below) and Everything Breaks hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all Released Claims (as defined below) of Plaintiff and the Settlement Class Members (as defined below) included in the Action (as defined below), shall be settled, compromised and released upon the terms and conditions contained herein.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. Plaintiff filed the Action alleging, among other things, that Everything Breaks violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), by placing calls to certain telephone numbers without the prior express written consent of Plaintiff and the putative class members, and in violation of the National Do Not Call Registry and/or requests to cease future communications.

B. Everything Breaks vigorously denies all claims asserted in the Action and denies all allegations of wrongdoing and liability. Everything Breaks desires to settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk and uncertainty of continuing these proceedings.

C. This Agreement results from and is the product of extensive, good faith and arm’s length negotiations.

D. The Parties enter into this Agreement, subject to preliminary approval and final approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, to fully,

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finally and forever resolve, discharge and release all Released Claims (as defined below) of Plaintiff and the Settlement Class Members in exchange for Everything Breaks' agreement to pay the total amount of \$995,000.00 (NINE HUNDRED AND NINETY-FIVE THOUSAND DOLLARS AND NO CENTS) inclusive of Settlement Costs and Settlement Awards as set forth below.

E. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the Settlement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement. It is the Parties' desire and intention to affect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Plaintiff, on behalf of herself and the Settlement Class, and Everything Breaks agree to the Settlement, subject to approval by the Court, as follows:

II. ADDITIONAL DEFINITIONS

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. "Action" means Stephan Campbell v. Everything Breaks, Inc., No. 2:23-cv-00861-GMN-EJY (D. Nev.).
2. "CAFA Notice" refers to the notice requirements imposed by 28 U.S.C. § 1715(b).
3. "Claim Form" or "Claim" means the claim form to be submitted by Settlement Class Members in order to receive a Settlement Award pursuant to Section III.F of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 1.

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4. “Claim Period” means the period of time in which a Settlement Class Member must submit a Claim Form to be eligible to receive a Settlement Award as part of the Settlement. As set forth in III.B.1 of this Agreement, the last day of the Claim Period will be 75 days following the Notice Deadline.

5. “Class Counsel” means The Weitz Firm, LLC, The Law Office of Chris R. Miltenberger, PLLC and Craig K. Perry & Associates.

6. “Class Notice” means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement, including one or more of the following methods: E-mail Notice, Mail Notice, Publication/Media Notice, Website Notice and any different or additional notice that might be ordered by the Court. A description of the contemplated Class Notice is provided in Section III.E of this Agreement.

7. “Class Period” means the period from March 1, 2023 through March 15, 2024.

8. “Court” means the United States District Court for the District of Nevada.

9. “Effective Date” means five days after the last of the following dates: (i) the entry of the Final Approval Order; and (ii) the final disposition of any related appeals, or, in the case of no appeal or review being filed, expiration of the applicable appellate period.

10. “E-mail Notice” means the notice that will be provided pursuant to Section III.E.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 3.

11. “Final Approval Hearing” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees, costs and expenses awarded to Class Counsel and the amount of the service award to Plaintiff.

12. “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement, the proposed form of which is attached hereto as Exhibit 7.

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“Final Approval” occurs on the date that the Court enters, without material change, the Final Approval Order.

13. “Long-Form Notice” shall have the meaning set forth in Section III.E of this Agreement.

14. “Mail Notice” means the postcard notice that will be provided pursuant to Section III.E.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 2.

15. “Notice Deadline” shall have the meaning set forth in Section III.B of this Agreement.

16. “Notice Program” shall have the meaning set forth in Section III.E of this Agreement.

17. “Opt-Out and Objection Deadline” shall have the meaning set forth in Section III.B of this Agreement.

18. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit 6. “Preliminary Approval” occurs on the date that the Court enters, without material change, the Preliminary Approval Order.

19. “Publication/Media Notice” means the notice of settlement that will be provided pursuant to Section III.E.2 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 4.

20. “Redistribution” means additional money from the Settlement Fund which may be distributed to certain eligible Settlement Class Members, as set forth in Section III.G.2 of this Agreement.

21. “Released Claims” means all claims to be released as set forth in Section III.H of this Agreement, including without limitation all claims alleged in the Action.

22. “Released Parties” means Everything Breaks and each and all of its present, former and future direct and indirect parent companies, affiliates, subsidiaries, agents, successors,

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vendors, and/or predecessors in interest and all of the respective officers, directors, employees, attorneys, shareholders, agents, insurers, and assigns of the aforementioned, and all other persons or entities identified or described as “Released Parties” in Section III.H of this Agreement.

23. “Releases” means all of the releases set forth in Section III.H of this Agreement.

24. “Releasing Parties” means Plaintiff and each and all Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns.

25. “Settlement” means the settlement which the Parties have entered to resolve the Actions and the allegations therein. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

26. “Settlement Administrator” means Verita Global, LLC f/k/a KCC Class Action Services, LLC, or such other person or organization jointly selected by the Parties and approved by the Court.

27. “Settlement Award” means a payment that may be available to eligible Settlement Class Members pursuant to Section III.F of this Agreement.

28. “Settlement Class” means: “All persons in the United States who, (a) during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, or (2) received two or more telemarketing calls in a 12-month period, with at least one being received after being marked as “DNC”, “Do Not Call”, or “Already Covered” in Defendant’s records, (b) where the telephone number appears on EBI_000029 or EBI_000030, and (c) where the telephone number was obtained by Defendant in the same manner Defendant obtained Plaintiff’s telephone number. ”Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

29. “Settlement Class Member” means all persons in the Settlement Class who do not validly opt out of the Settlement Class

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30. “Settlement Costs” means: (i) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (ii) any service award to Plaintiff approved by the Court; (iii) all costs of printing and providing Class Notice to persons in the Settlement Class (including, but not limited to, costs for CAFA Notice; E-mail Notice, Mail Notice, Publication/Media Notice, and Website Notice and any different or additional notice that might be ordered by the Court); (iv) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing Settlement Awards and other payments, Long-Form Notice; Claim Forms, the cost of maintaining a designated post office box, operating the Settlement Website for receiving Claim Forms and Opt-Outs, and/or Redistribution expenses; and (v) the fees, expenses and all other costs of the Settlement Administrator.

31. “Settlement Fund” means the amount of \$995,000.00 (NINE HUNDRED AND NINETY-FIVE THOUSAND DOLLARS AND NO CENTS), which amount includes all amounts payable by Everything Breaks and its insurers pursuant to this Agreement, including but not limited to all Class Member awards, attorneys’ fees, costs, service awards, advancements of notice and administration costs and any and other Settlement Costs paid pursuant to, advanced pursuant to or otherwise described in this Agreement.

32. “Settlement Website” means the website established by the Settlement Administrator to aid in the administration of the Settlement and upon which will be posted the Website Notice.

33. “Everything Breaks’ Counsel” means Gordon Rees Scully Mansukhani.

34. “Website Notice” means the website notice provided pursuant to Section III.E.3 of this Agreement, substantially in the form attached hereto as Exhibit 5.

B. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. TERMS OF SETTLEMENT

A. Conditional Certification of the Settlement Class. Everything Breaks disputes that absent this Agreement, a litigation class would be manageable or that common issues predominate

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over individual ones, and denies that, absent this Agreement, a litigation class properly could be certified on the claims asserted in the Action. Solely for the purposes of avoiding the expense and inconvenience of further litigation, Everything Breaks does not oppose and hereby agrees to certification of the Class defined in Paragraph 29, for *settlement purposes only*, pursuant to Fed. R. Civ. P. 23(b)(3). Preliminary certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of a litigation class is appropriate, nor would Everything Breaks be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement is not finalized or finally approved. If for any reason whatsoever this Settlement is not finalized, or Everything Breaks terminates the Agreement pursuant to Paragraph K.3, or the Settlement as detailed in this Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Action will return to the *status quo ante* as it existed prior to this Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Everything Breaks or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

B. Preliminary Approval.

1. Preliminary Approval Motion. On or before October 23, 2024, or such other date as agreed upon by the Parties and approved by the Court, Plaintiff will move the Court for entry of the Preliminary Approval Order, which shall specifically include requests that the Court: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find

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that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within forty-five (45) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class; (f) set a deadline sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene (the “Opt-Out and Objection Deadline”); (g) approve the Claim Form and the claims process described herein; (h) set the Claim Period for the submission of Claims to end 75 days after the Notice Deadline; (i) pending determination of whether the Settlement should be finally approved, bar and enjoin all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims unless they timely Opt-Out; (j) pending final determination of whether the Settlement should be approved, stay all proceedings except those related to effectuating the Settlement; and (k) schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline. In connection with the contemplated preliminary approval motion and a subsequent motion for final approval of the Settlement, Everything Breaks will reasonably cooperate with Plaintiff in regard to providing confirmatory discovery pertaining to the estimated size of the Settlement Class and its financial position. This confirmatory discovery may include, but will not be limited to, Class Counsel’s review of applicable calling records available to Everything Breaks regarding potential class members, and testimony (via declaration or deposition) obtained by Class Counsel from Everything Breaks about data regarding potential class members and Everything Breaks’ financial position. All such confirmatory discovery shall be designated confidential pursuant to the protective order entered in the Action. The Parties agree to attempt to resolve any dispute over the scope of confirmatory

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discovery in good faith. If the Parties are unable to resolve such disagreement, the Parties shall jointly present the dispute to the Court in an effort to resolve such dispute. The size of the Settlement Class, and Everything Breaks representations about its financial position, are a material aspect of the Settlement.

2. Stay/Bar of Proceedings. All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all Settlement Class Members and any person or entity allegedly acting on behalf of Settlement Class Members, either directly, representatively or in any other capacity, will be preliminarily enjoined from: (1) commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; and (2) organizing any Settlement Class Members into a separate class, or soliciting the participation of other Settlement Class Members, for purposes of pursuing as a purported class action any lawsuit in any jurisdiction (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 the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims. However, Settlement Class members will not be precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement. The Parties will request the entry of such an injunction in the Final Approval Order.

C. Financial Consideration to the Settlement Class.

1. The Settlement Fund. As full and complete consideration for the Settlement, Everything Breaks will pay the total amount of \$995,000.00 (NINE HUNDRED AND NINETY-FIVE THOUSAND AND NO CENTS) as the Settlement Fund in settlement of all claims of Plaintiff and the Settlement Class Members as set forth in this Action. The Settlement Fund shall include payments to claiming Settlement Class Members, as discussed below, any Redistribution, and the Settlement Costs. The Settlement Fund shall be reduced by the Settlement

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Costs prior to making any awards to Settlement Class Members, as set forth in Section III.G.3. Everything Breaks shall not, under any circumstances, be obligated to pay any amounts in addition to the Settlement Fund in connection with the Settlement. Within thirty (30) days after entry of the Preliminary Approval Order and receipt of appropriate W-9(s) and payment instructions, Everything Breaks shall advance to the Settlement Administrator such money as the Settlement Administrator reasonably determines to be necessary to effectuate the Court-approved notice plan; this payment shall be treated as a contribution to the Settlement Fund and it shall be credited toward Everything Breaks' total financial obligation pursuant to this Settlement. The balance of the Settlement Fund (i.e., \$995,000 less amounts previously advanced for notice) shall be transmitted to the Settlement Administrator within thirty (30) days after the Effective Date. In no event shall Everything Breaks' total financial obligation under this settlement exceed \$995,000.00.

2. Termination. In the event that the Settlement is not ultimately approved, or is terminated, canceled or fails to become effective for any reason including, but not limited to, Section III.K.3 below, any money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be returned to Everything Breaks within fifteen (15) days of the event that causes the Agreement to not become effective.

3. Settlement Fund Is a Qualified Settlement Fund.

a. The Settlement Fund shall constitute a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation § 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

b. Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide Everything Breaks with that employer identification number on a properly completed and signed IRS Form W-9.

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c. If requested by either Everything Breaks or the Settlement Administrator, the Settlement Administrator and Everything Breaks shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

d. Other than remitting the Settlement Fund monies as described in Section III.C.1 of this Agreement, Everything Breaks shall have no responsibility, financial obligation, or liability whatsoever with respect to the notifications to the Settlement Class required hereunder, the processing of claims and opt-out letters, the allowance or disallowance of claims by Settlement Class Members, payments to Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such remittances shall fully discharge Everything Breaks' obligation to the Plaintiff Representative, Settlement Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Fund.

e. The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement or understanding with the Settlement Administrator relating to the QSF shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

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D. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described herein, and perform other functions assigned to the Settlement Administrator elsewhere in this Agreement, including, but not limited to: effectuating the Notice Program pursuant to Section E; calculating the amount of the Settlement Awards and distributing the Settlement Fund pursuant to Section III.G; and, in the event of termination of the Settlement pursuant to Section C.2, returning the Settlement Fund, along with any accrued interest or earnings, to Everything Breaks pursuant to the same Section. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:

1. Obtain, from Everything Breaks, the contact information for potential members of the Settlement Class, and to the extent necessary, perform reverse lookups in an effort to identify persons entitled to notice and to determine their most recent e-mail addresses and/or direct mailing addresses, and update the addresses received through the National Change of Address database for the purpose of providing the Notice and later mailing Settlement Awards;
2. Provide the Notice, as described herein and approved by the Court;
3. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;
4. Establish and maintain the Settlement Website;
5. Establish and maintain an automated toll-free telephone line (which shall not have live operators) for persons in the Settlement Class to call with, and/or to leave questions or messages regarding, Settlement-related inquiries, and to answer the questions of persons who call with or otherwise communicate such inquiries (except that the Settlement Administrator shall not give, and shall not be expected to give, legal advice);
6. Process all Claim Forms and requests for exclusion from persons in the Settlement Class;
7. Provide weekly reports and a final report to Class Counsel and Everything Breaks' Counsel that summarize the number of requests for exclusion received that period, the

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total number of exclusion requests received to date and other pertinent information, including Claims information;

8. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that verifies that the Notice Program directed by the Court has been effectuated, confirms the number of valid Claims, and identifies each person in the Settlement Class who timely and properly requested exclusion from the Settlement Class; and

9. Facilitate and process the payment from the Settlement Fund of the following: (a) all Settlement Costs (including any award of attorneys' fees and costs to Class Counsel approved by the Court, and any service awards to Plaintiff approved by the Court); (b) all Settlement Awards to claiming Settlement Class Members; and (c) any Cy Pres Distribution.

E. Settlement Class Notice Program. The "Notice Program" will be comprised of E-mail Notice, Mail Notice, Publication/Media Notice, Website Notice and a detailed notice (the "Long-Form Notice") on the Settlement Website. Details of the Notice Program will be negotiated by the Parties and subject to Court approval. The Notices provided under or as part of the Notice Program will not bear or include the Everything Breaks logo or trademarks (except for the abbreviation "Everything Breaks"), the return address of Everything Breaks, or otherwise be styled so as to appear to originate from Everything Breaks.

1. E-mail or Mail Notice. The Settlement Administrator will make reasonable efforts to provide individual direct notice to those persons identified as possible members of the Settlement Class based upon a list of telephone numbers to be compiled by Everything Breaks, through its consultant, by performing reverse lookups in an effort to identify persons in the Settlement Class and to determine their most recent e-mail addresses and/or direct mailing addresses. The Settlement Administrator may rely on E-Mail Notice to notify persons identified as possible members in the Settlement Class; Mail Notice may also be used to provide notice. To the extent necessary, the Settlement Administrator will perform a search using the National Change of Address database and update its records prior to mailing. The E-mail, Mail and Publication/Media Notices shall direct recipients to the Settlement Website and the Long-Form

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Notice available on the Settlement Website (described in III.E.3). The E-Mail Notice shall employ technology (such as tracking, return-receipt or other code embedded within the e-mails or e-mail headers or metadata) to permit the Settlement Administrator to reasonably determine whether e-mails have been delivered and/or opened. The E-Mail Notice also shall have a hyperlink that Class Member recipients may click and be taken to a landing page on the Settlement Website. The Settlement Administrator shall use reasonable means to ensure that the E-Mail Notice is not blocked from delivery or diverted to junk e-mail folders by spam filters or similar technology.

2. Publication/Media Notice. The Settlement Administrator will distribute the Publication/Media Notice via Internet and written publication. The Publication/Media Notice shall refer Settlement Class Members to the Settlement Website and provide a toll-free number for obtaining a copy of the Claim Form and details regarding the Settlement.

3. Website Notice. The Settlement Administrator will establish and maintain a website, using a domain name selected by and agreed to by the Parties, dedicated to the Settlement (the “Settlement Website”), on which will be posted the E-mail Notice, the Mail Notice, the Long-Form Notice, and Claim Form (described in II.A.3), as well as other relevant documents relating to the Settlement. The Settlement Website shall also provide for online submission of Claim Forms. The Parties agree that the selected domain name shall not include the name “Everything Breaks.” In addition, the domain name shall not bear or include Everything Breaks’ or any of its parents’, affiliates’ or subsidiaries’ logos or trademarks. The Parties agree that the Settlement Website shall not link to, or appear on, the website(s) of Everything Breaks and/or their parents, affiliates or subsidiaries.

4. CAFA Notice. The Settlement Administrator will provide for timely compliance with all CAFA notice requirements. Everything Breaks agrees to cooperate with the Settlement Administrator in providing the CAFA notices and agrees to provide to the Settlement Administrator all necessary information required to provide the CAFA notices.

F. Settlement Awards.

1. Awards. Each Settlement Class Member will be entitled to make one Claim upon the Settlement Fund, which will be payable as a cash award, as described below. Each Settlement Class Member who submits a valid Claim (subject to Section III.F.2. below) will be paid a Settlement Award, which shall be calculated by dividing the amount remaining in the Settlement Fund (after deducting all Settlement Costs) by the total number of valid Claims (subject to Section F.2. below).

2. Claims. Settlement awards shall be made to eligible Settlement Class Members who submit valid claims. To make a claim for a settlement award, Settlement Class Members must submit a valid and timely Claim Form, which shall include, subject to the Court's approval: (i) the Settlement Class Member's full name and address; (ii) the telephone number at which the Settlement Class Member received a call from Everything Breaks, or on behalf of Everything Breaks; and (iii) a physically or electronically signed certification that the Settlement Class Member wishes to participate in the settlement. The Claim Forms may be submitted to the Settlement Administrator by mail or via the Settlement Website. Only one valid Claim Form will be honored per Settlement Class Member per telephone number called, regardless of the number of calls the Settlement Class Member received. Everything Breaks shall have the right to review and research the submitted Claim Forms and to suggest denial of claims if Everything Breaks has a good faith belief that such claims are improper or fraudulent. Any suggestion of denial of claims shall be provided to Plaintiff's counsel in writing, who will have the right to suggest otherwise. The Settlement Administrator shall ultimately decide whether a Claim Form is valid.

3. Obligations of Settlement Class Members Unaffected By Settlement. The Settlement shall not affect debts owed and/or contracts between Plaintiff or Settlement Class Members, on the one hand, and Everything Breaks, on the other. Plaintiff, all Settlement Class Members and Everything Breaks will remain fully obligated on any and all such debts and/or contracts.

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G. Distribution of Settlement Awards.

1. Settlement Award Payments. Cash award payments shall be mailed by the Settlement Administrator within 45 days after the Effective Date, which will occur five days after the last of the following dates: (i) the entry of the Final Approval Order; and (ii) the final disposition of any related appeals, or, in the case of no appeal or review being filed, expiration of the applicable appellate period. The Settlement Administrator may mail, by first class mail, a check to each eligible Settlement Class Member who submitted a Claim Form. The Settlement Administrator will perform skip tracing and re-mailing, as necessary; all costs of such work will be considered Settlement Costs and deducted from the Settlement Fund. Checks will be valid for 120 days from the date on the check.

2. Remaining Money in the Settlement Fund and Redistribution to Certain Eligible Settlement Class Members. The amounts of any checks that remain uncashed more than 120 days after the date on the check will be redistributed on a *pro rata* basis to the eligible Settlement Class Members who cashed their first check, if, after administration, the redistribution is economically feasible in that it would allow for a distribution of \$5 each after deducting associated administration costs (the “Redistribution”). The Settlement Administrator shall continue to make subsequent redistributions to the extent any settlement checks remain uncashed 120 days after the date on the check mailed in connection with the Redistribution, until the Redistribution is no longer economically feasible. Once Redistribution is no longer economically feasible, the remaining amounts shall be distributed as part of the Cy Pres Distribution. No remaining funds shall revert to Everything Breaks or its insurers or otherwise be paid to Everything Breaks or its insurers.

3. Cy Pres Distribution. If there is any money remaining in the Settlement Fund after payment of the Settlement Costs (including costs of notice and claims administration), awards to Settlement Class Members and any Redistributions, such monies will be distributed to non-profit charitable organizations (the “Cy Pres Distribution”). The Cy Pres Distribution shall be made 60 days after completion of the distribution of settlement award payments or, if necessary,

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after all Redistributions have been exhausted, whichever is later. Plaintiff and Everything Breaks shall agree to up to two proposed recipients of the Cy Pres Distribution and the Parties shall submit a filing to the Court identifying such proposed recipients. The Cy Pres Distribution shall be made equally among the recipients designated by the Parties, subject to approval by the Court. If, for any reason, the Parties and/or the Court determine that one or more proposed recipients are not or are no longer appropriate recipients, the Parties shall agree on replacement recipient(s) of such monies, subject to approval by the Court.

H. Releases. As of the Effective Date, Plaintiff and the Settlement Class Members provide the following releases:

Upon entry of the Final Approval Order, Plaintiff and all Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns will be deemed to have fully released and forever discharged Everything Breaks and each and all of its present, former and future direct and indirect parent companies, affiliates, subsidiaries, successors, and/or predecessors in interest and all of the respective officers, directors, employees, attorneys, shareholders, insurers and assigns of the aforementioned (together, the “Released Parties”), from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or are related in any way to telephone calls Everything

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Breaks made, or caused to have made, (a) from March 1, 2023 through March 15, 2024, when (1) the telephone number called received two or more telemarketing solicitation calls made by or on behalf of Everything Breaks and that telephone number appears on the National Do Not Call Registry for at least 31 days at the time of the calls, or (2) received two or more telemarketing calls with a least one call being received after being marked as “DNC”, “Do Not Call”, or “Already Covered” in Defendant’s records, and (b) where the telephone number appears on EBI_000029 or EBI_000030 and (c) where the telephone number was obtained by Everything Breaks in the same manner Everything Breaks obtained Plaintiff’s telephone number, including, but not limited to, claims under or for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and the regulations promulgated thereunder and relevant case law, and all claims for violation of any other state or federal statutory or common law that regulates, governs, prohibits or restricts the use of calls on the Registry (the “Released Claims”).

Waiver of Rights under California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11:

It is understood and agreed that this Settlement Agreement is intended to cover and does cover all claims or possible claims of every nature and kind whatsoever related to or arising out of the Action, whether known or unknown, suspected or unsuspected, or hereafter discovered or ascertained, and that all rights under Section 1542 of the California Civil Code (“Section 1542”) and Section 20-7-11 of the South Dakota Codified Laws, are hereby expressly waived. Each Party acknowledges that it is familiar with Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR OR RELEASING PARTY DOES NOT

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KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Cal. Civ. Code § 1542.

Each Party acknowledges that it is familiar with Section 20-7-11 of the South Dakota Codified Laws, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. S.D.C.L. § 20-7-11.

Plaintiff and the Settlement Class Members understand and acknowledge the significance of these waivers of Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Settlement Class Members acknowledge that they are aware that they may hereafter learn facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

I. Attorneys' Fees And Costs. Plaintiff shall move the Court for an award of attorneys' fees not to exceed 25% of the Settlement Fund and actual costs and expenses, all to be paid from the Settlement Fund. Class Counsel shall receive payment of the fees and costs awarded by the Court out of the Settlement Fund within 21 days after the Effective Date. Distribution of

Execution Version

attorneys' fees and costs among Class Counsel shall be pursuant to separately negotiated agreement between and among Class Counsel, separate from the Settlement Agreement. Court approval of attorneys' fees and costs, or their amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

J. Service Awards. Plaintiff will apply to the Court for approval of a service award not to exceed \$5,000, to be paid out of the Fund, subject to Court approval. Such service award shall be paid at the time the attorneys' fees and costs payments to Class Counsel are due. Court approval of the service award, or its amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

K. Opt-Out Right/Termination.

1. Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at the address designated in the Class Notice no later than the Opt-Out and Objection Deadline. Subject to the Court's approval, exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; (c) include the telephone number called by Everything Breaks demonstrating that the person is a member of the class; and (d) include the following statement or a statement materially similar to: "I request to be excluded from the settlement in the *Campbell* action." No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class. If a person in the Settlement Class submits both an objection and an exclusion request, the person will be considered to have submitted an exclusion request (and not an objection). Not later than 14 days prior to the Final Fairness Hearing, the Settlement Administrator will file under seal with the Court a declaration that lists all of the exclusion requests received.

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2. Retention of Exclusions. The Settlement Administrator will retain a copy of all requests for exclusion and will, upon written request, provide copies of any such requests to counsel for the Parties. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

3. Excessive Opt-Outs. All Settlement Class Members will be bound by all determinations and judgments in the Action. In the event that the number of persons in the Settlement Class who validly and timely submit opt-out requests exceeds One Hundred (100), Everything Breaks, in its sole discretion, may (but is not required to) terminate the Settlement. Everything Breaks shall inform Class Counsel within thirty (30) days after it is advised in writing that the number of valid opt-out requests is higher than One Hundred (100) as to whether it will exercise the right of termination. In the event that the Settlement is terminated pursuant to this provision, the Parties will be returned to the *status quo ante* as if no settlement had been negotiated or entered into, but Everything Breaks shall pay for all accrued notice and Claims administration costs as of the date of termination of the Settlement.

L. Objections To The Settlement.

1. Right To Object. Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys' fees and costs and/or a Service Award, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys' fees and costs and/or Service Award. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing must file and serve on all parties a Notice of Intention to Appear with the Court.

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2. Objection Requirements. Subject to the Court's approval, to be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and submit it by the Opt-Out and Objection Deadline. To submit the objection, the Settlement Class Member must mail the objection to each of the following, postmarked no later than the Opt-Out and Objection Deadline: Class Counsel – Max Morgan, THE WEITZ FIRM, LLC, 1515 Market Street #1100, Philadelphia, Pennsylvania 19102; and to Everything Breaks' Counsel – Sean P. Flynn, Gordon Rees Scully Mansukhani, 1 East Liberty Street, Suite 424, Reno, NV 89501. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the telephone number called; (b) include a statement of such Settlement Class Member's specific objections; (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider; and (d) if the Settlement Class Member is represented by an attorney, list all other cases in which the Settlement Class Member has filed an objection.

M. Final Approval. Following completion of the Class Notice process and within 30 days following expiration of the Opt-Out and Objection Period, Plaintiff shall request that the Court enter the Final Approval Order in the form attached hereto as Exhibit 7, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution for the Settlement Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the pending Action with prejudice, without costs to any party, except as provided in this Agreement, and subject to the Court retaining continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of this Agreement.

Execution Version

N. Dismissal. Upon entry of the Final Approval Order, the Action shall be dismissed with prejudice as to Plaintiff and all non-excluded Settlement Class Members.

O. No Admissions. Everything Breaks expressly disclaims and denies any wrongdoing or liability whatsoever. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing by or liability of the Released Parties; (b) is or may be deemed to be or may be used in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal as an admission or evidence of any fault or omission of the Released Parties; (c) is or may be deemed a waiver of Everything Breaks' right to challenge class certification if this Settlement for any reason does not become final; or (d) is or may be deemed to be a waiver of Everything Breaks' right to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class.

P. No Publicity Beyond Notice Procedures. Class Counsel and/or Plaintiff will not issue press releases or initiate any public statements regarding the Settlement, with the exception of the Notices, and limited informational references on Class Counsels' websites to the Notices and related publicly available information regarding the Settlement. Other than disclosures required by law, the Parties will make no statements of any kind to any third party regarding the Settlement prior to filing a motion for preliminary approval with the Court, with the exception of the Settlement Administrator. However, the Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement and Class Counsel will not be prohibited from communicating with any person in the Settlement Class regarding the Action or

Execution Version

the Settlement. In all communications, the Parties must comply with all confidentiality agreements in the Actions and not disclose information that is not a part of the public record.

Q. General Matters.

1. Settlement Conditioned Upon Approval. The Settlement is conditioned upon entry of the Preliminary Approval Order and Final Approval Order without material modification by the Court. In the event of failure to obtain any of the required provisions of such orders, including, but not limited to, the denial of any motion seeking preliminary or final approval, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into the Settlement and their existence shall be inadmissible to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Actions, to the propriety or impropriety of class certification, to the amount of damages (or to the lack thereof) or for any other purpose.

2. No Admission Of Liability. The Released Parties vigorously deny any and all liability and are settling solely to avoid the cost and inconvenience of litigation.

3. Evidentiary Preclusion. Neither the Settlement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released claim, or of any wrongdoing or liability of the Released Parties; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be a waiver of Everything Breaks' rights to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class who opt out of the Settlement. In addition, neither the fact of, nor any documents relating to, Everything Breaks' withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata,

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collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or any other defense or counterclaim.

4. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

5. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Agreement.

6. Authority. Plaintiff and Everything Breaks represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Everything Breaks to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely and he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

7. No Assignment. No Party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

8. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

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9. Non-Signatory Released Parties Are Third-Party Beneficiaries. Each and every Released Party is, despite not signing this Agreement, a third-party beneficiary of this Agreement with full rights to enforce the Releases given hereunder.

10. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

11. Execution In Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Notices. All notices to counsel provided for herein shall be sent by e-mail with a hard copy sent by overnight mail to:

As to Plaintiff and the Settlement Class:

THE WEITZ FIRM, LLC
Max S. Morgan, Esq.
1515 Market Street, #1100
Philadelphia, PA 19102
max.morgan@theweitzfirm.com

As to Everything Breaks:

GORDON REES SCULLY MANSUKHANI
Sean P. Flynn, Esq.
1 East Liberty Street, Suite 424
Reno, NV 89501
sflynn@grsm.com

13. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties submit to the

Execution Version

jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Execution Version

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

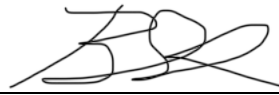
PLAINTIFF:

Signed by:

2049B39A67A5446...
Stephan Campbell

Dated: 12/3/2024 | 5:41 PM EST

EVERYTHING BREAKS INC.:

By: 

Dated: 12/5/2024

Its: CEO

Execution Version

**APPROVED AS TO FORM AND
CONTENT:**

CLASS COUNSEL

The Weitz Firm, LLC


DocuSigned by:

AAC7ECEA9DBF4F5...

By: Max S. Morgan

Dated: 12/3/2024 | 4:31 PM EST


The Law Office of Chris R. Miltenberger,
PLLC

DocuSigned by:

2D8CD59D2BAE40C...

By: Chris R. Miltenberger

Dated: 12/3/2024 | 3:32 PM CST

Craig K. Perry & Associates

DocuSigned by:

038D7D86B03345A...

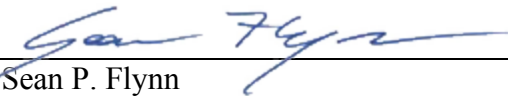
By: Craig K. Perry

Dated: 12/4/2024 | 10:55 AM PST

APPROVED AS TO FORM:

EVERYTHING BREAKS' COUNSEL

GORDON REES SCULLY MANSUKHANI


By: Sean P. Flynn

Dated: 12/4/2024

Execution Version

EXHIBIT 1

CLAIM FORM

Carefully separate at perforation
UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Campbell v. Everything Breaks, Inc. Civil Action Number CA No. 2:23-cv-00861-GMN-EJY

CLAIM FORM

[admin] ID: «[Admin] ID»
«First Name» «Last Name»
«Address I»
«City», «State» «Zip»

Name/Address Changes:

I received telephone solicitation calls from Everything Breaks while my number was on the national Do Not Call List or I had previously requested not to be called or told them I was already covered. I wish to participate in this settlement.

Signature: _____ Date of signature: _____

Unique Claim ID or Telephone number on which I received the call(s): _____

IF YOU MOVE, send your CHANGE OF ADDRESS to the Settlement Administrator at the address on the backside of this form.

To receive a payment you must enter all requested information above, sign, and mail this claim form, postmarked on or before [month] [day], 202__.

You may be able to submit a claim electronically at [website] by using the Claim ID on this postcard.

Bottom Inside

Postage

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

Campbell v Everything Breaks Administrator
[address]
[city], [state] [zip code]

Execution Version

EXHIBIT 2

MAIL NOTICE

What is this lawsuit about? Stephan Campbell filed a class action lawsuit against Everything Breaks alleging that it violated the federal Telephone Consumer Protection Act (“TCPA”) by calling individuals on the national Do Not Call List without prior express consent or who had previously told them not to call or that they were already covered. Everything Breaks denies the allegations and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties agreed to a settlement. The name of the lawsuit is *Campbell v. Everything Breaks, Inc.* Civil Action Number CA No. 2:23-cv-00861-GMN-EJY (D. Nev.)

Why did you receive this notice? You received this notice because Everything Breaks’ records identified you as a potential member of the following class: “All persons in the United States who, (a) during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant, on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, or (2) received two or more telemarketing calls in a 12-month period, with at least one being received after being marked as “DNC”, “Do Not Call”, or “Already Covered” in Defendant’s records, (b) where the telephone number appears on EBI_000029 or EBI_000030, and (c) where the telephone number was obtained by Defendant in the same manner Defendant obtained Plaintiff’s telephone number.”

What does the settlement provide? Everything Breaks will establish a settlement fund of \$995,000.00 to pay for (1) settlement compensation to claiming class members; (2) attorneys’ fees not to exceed twenty-five percent of the settlement fund, subject to the Court’s approval; (3) litigation costs and expenses incurred, subject to the Court’s approval; (4) costs of notice and administration; and (5) a service award to Mr. Campbell not to exceed \$5,000, subject to the Court’s approval. It is estimated that each valid claimant will receive between \$___ and \$___, depending on the number of class members who participate.

What are your legal rights and options? You have four options. First, you may timely complete and return the claim form found on the reverse of this postcard, or timely submit a claim online at [website]. Those who submit approved claims will receive a proportionate share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any related claim(s) against Everything Breaks and other released parties. Second, you may do nothing, in which case you will not receive a share of the settlement fund. Third, you may exclude yourself (“opt out”) from the settlement, in which case you will neither receive a share of the settlement fund, nor release any claim(s) you have against Everything Breaks or other released parties. Or fourth, if you are a class member you may object to the settlement. *If the settlement is approved, all class members who do not opt out (even those who do not submit claims) will release any claim(s) against Everything Breaks and other released parties.* To obtain additional information about your legal rights and options, or to access the class notice, motion for preliminary approval, motion for attorneys’ fees, and any other important documents in the case, visit [website], or contact the settlement administrator by writing to: *Campbell v. Everything Breaks* Settlement Administrator., c/o [administrator name and address] or by calling [number].

When is the final fairness hearing? The Court will hold a final fairness hearing on [month] [day], 2024, at [time]. The hearing will take place in the United States District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing. You may have your own attorney represent you and appear in Court on your behalf, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

Front Inside

Permit
Info here

Front Outside

This is a notice of a settlement of class action lawsuits. This is not a notice of a lawsuit against you.

A Settlement Agreement has been reached in a class action lawsuit alleging that Everything Breaks called individuals whose telephone numbers were registered on the national Do Not Call List or who had previously told them not to call or that they were already covered.

A settlement fund of \$995,000.00 will be used to pay valid claims, attorneys’ fees, costs, any incentive award to the class representative, and settlement administration costs. You may be entitled to receive a share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all class members. Your legal rights may be affected whether you act or don’t act, so read this notice carefully.

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

Campbell Settlement Administrator

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip>>

Execution Version

EXHIBIT 3

E-MAIL NOTICE

Claim ID: <<Claim8>>
 Pin Code: <<PinCode>>
 <<FirstNAME>> <<LastNAME>>

NOTICE REGARDING CLASS ACTION SETTLEMENT

This is not a notice of a lawsuit against you.

A settlement was reached in a class action lawsuit alleging that Everything Breaks violated the federal Telephone Consumer Protection Act (“TCPA”) by calling individuals on the national Do Not Call List or who had previously told them not to call or that they were already covered. You have been identified as a potential class member. Your rights may be affected.

A settlement fund of \$995,000.00 will be created to pay valid claims, attorneys’ fees, costs, any service award to the class representative, and the costs of notice and settlement administration. You may be entitled to receive a share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all class members. Your legal rights may be affected whether you act or do not act, so please read this notice carefully.

YOUR OPTIONS	
Option 1: Submit a Claim Form Deadline: _____	Complete and submit a claim form and receive a share of the settlement fund. If you submit a valid claim form by [date], you will receive a share of the settlement fund after fees and expenses are deducted (estimated to be between \$___ and \$___, depending on the number of participating class members), and you will release claims you may have against Everything Breaks and other released parties. You may complete a claim form at [www.xyz.com].
Option 2: Ask to be Excluded (Opt Out) Deadline: _____	Get out of this lawsuit and get no benefits from it. If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any claims you may have against Everything Breaks and other released parties.
Option 3: Object to the Settlement Deadline: _____	Object to the terms of the settlement agreement. You may object to the terms of the settlement agreement and have your objections heard at the [date] final fairness hearing.
Option 4: Do Nothing	Do nothing. If you do nothing, you will not receive a share of the settlement fund, but, if you are a class member, you will release any related claim(s) you have against Everything Breaks and other released parties.

Your rights are explained in this email. Please read it carefully. You may go to [website] for more information or to submit a claim.

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

What is this lawsuit about? Stephan Campbell filed a class action lawsuit against Everything Breaks alleging that it violated the federal Telephone Consumer Protection Act (“TCPA”) by calling individuals on the national Do Not Call List or who had previously told them not to call or that they were already covered. Everything Breaks denies the allegations and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties agreed to a settlement. The name of the lawsuit is *Campbell v. Everything Breaks, Inc.* Civil Action Number CA No. 2:23-cv-00861-GMN-EJY (D. Nev.).

Why did you receive this notice? You received this notice because Everything Breaks’ records identified you as a potential member of the following class: “All persons in the United States who, (a) during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant, (2) on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, or (2) received two or more telemarketing calls in a 12-month period, with at least one being received after being marked as “DNC”, “Do Not Call”, or “Already Covered” in Defendant’s records, (b) where the telephone number appears on EBI_000029 or EBI_000030, and (c) where the telephone number was obtained by Defendant in the same manner Defendant obtained Plaintiff’s telephone number.”

What does the settlement provide? Everything Breaks will establish a settlement fund of \$995,000.00 to pay for (1) settlement compensation to claiming class members; (2) attorneys’ fees not to exceed twenty-five percent of the settlement fund, subject to the Court’s approval; (3) litigation costs and expenses incurred, subject to the Court’s approval; (4) costs of notice and administration; and (5) a service award to Mr. Campbell not to exceed \$5,000, subject to the Court’s approval. It is estimated that each valid claimant will receive between \$ ___ and \$ ___, depending on the number of class members who participate.

What are your legal rights and options? You have four options.

First, you may timely complete and return the claim form found on the reverse of this postcard, or timely submit a claim online at [website]. Those who submit approved claims will receive a proportionate share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any related claim(s) against Everything Breaks and other released parties.

Second, you may do nothing, in which case you will not receive a share of the settlement fund.

Third, you may exclude yourself (“opt out”) from the settlement, in which case you will neither receive a share of the settlement fund, nor release any claim(s) you have against Everything Breaks or other released parties.

Fourth, if you are a class member you may object to the settlement.

If the settlement is approved, all class members who do not opt out (even those who do not submit claims) will release any claim(s) against Everything Breaks and other released parties.

To obtain additional information about your legal rights and options, or to access the class notice, motion for preliminary approval, motion for attorneys' fees, and any other important documents in the case, visit [website], or contact the settlement administrator by writing to: *Campbell v. Everything Breaks* Settlement Administrator., c/o [administrator name and address] or by calling [number].

When is the final fairness hearing? The Court will hold a final fairness hearing on [month] [day], 2024, at [time]. The hearing will take place in the United States District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing. You may have your own attorney represent you and appear in Court on your behalf, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

Execution Version

EXHIBIT 4

PUBLICATION/MEDIA NOTICE

EXHIBIT 4

PUBLICATION/MEDIA NOTICE

(To be prepared by Settlement Administrator based on approved notices and subject to approval by the Parties and the Court)

Execution Version

EXHIBIT 5

WEBSITE NOTICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEVADA
Civil Action Number CA No. 2:23-cv-00861-GMN-EJY

_____)
Stephan Campbell, *on behalf of herself*)
and all others similarly situated,)
)
Plaintiff,)
)
v.)
)
Everything Breaks, Inc.,)
)
Defendant.)

WEBSITE NOTICE

This is a notice of a settlement of a class action lawsuit.

If you received telephone calls from Everything Breaks, Inc. (“Everything Breaks”) from March 1, 2023 through March 15, 2024, you may be entitled to compensation as a result of the settlement in the class action lawsuits captioned:

Campbell v. Everything Breaks, Inc. Civil Action Number CA No. 2:23-cv-00861-GMN-EJY (D. Nev.).

A federal court authorized this notice.

This is not a solicitation from a lawyer.

Please read this notice carefully.

It explains your rights and options to participate in a class action settlement.

- Stephan Campbell sued Everything Breaks alleging that it placed calls to individuals that registered their numbers on the national Do Not Call List or who had previously told them not to call or that they were already covered in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227. Everything Breaks denies the allegations against it, and denies that it violated the TCPA.
- A settlement will result in a \$995,000.00 million fund to fully settle and release claims of “All persons in the United States who, (a) during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant, (2) on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, or (2) received two or more telemarketing calls in a 12-month period, with at least

one being received after being marked as “DNC”, “Do Not Call”, or “Already Covered” in Defendant’s records, (b) where the telephone number appears on EBI_000029 or EBI_000030, and (c) where the telephone number was obtained by Defendant in the same manner Defendant obtained Plaintiff’s telephone number.”

- The settlement fund will be used to pay settlement amounts to class members who elect to participate, after deducting the costs of settlement notice and administration, attorneys’ fees, costs, and expenses, and a service award to Mr. Campbell.
- Your legal rights are affected, and you now have a choice to make:

YOUR OPTIONS	
<p>Option 1: Submit a Claim Form</p> <p>Deadline: _____</p>	<p>Complete and submit a claim form and receive a share of the settlement fund.</p> <p>If you submit a valid claim form by [date], you will receive a share of the settlement fund after fees and expenses are deducted (estimated to be between \$ ___ and \$ ___, depending on the number of participating class members), and you will release claims you may have against Everything Breaks and other released parties. You may complete a claim form at [website].</p>
<p>Option 2: Ask to be Excluded (Opt Out)</p> <p>Deadline: _____</p>	<p>Get out of this lawsuit and get no benefits from it.</p> <p>If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any claims you may have against Everything Breaks and other released parties.</p>
<p>Option 3: Object to the Settlement</p> <p>Deadline: _____</p>	<p>Object to the terms of the settlement agreement.</p> <p>You may object to the terms of the settlement agreement and have your objections heard at the [date] final fairness hearing.</p>
<p>Option 4: Do Nothing</p>	<p>Do nothing.</p> <p>If you do nothing, you will not receive a share of the settlement fund, but, if you are a class member, you will release any claim(s) you have against Everything Breaks and other released parties.</p>

Why is this notice available?

This is a notice of a proposed settlement in a class action lawsuit. The settlement would resolve the lawsuit Mr. Campbell filed against Everything Breaks. Please read this notice carefully.

It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement award, excluding yourself from the settlement, or objecting to the settlement.

What is the lawsuit about?

Mr. Campbell filed a class action lawsuit against Everything Breaks alleging that it violated the TCPA by calling individuals that had registered their telephone numbers on the national Do Not Call List or who had previously told them not to call or that they were already covered. Everything Breaks denies the allegations, and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties have agreed to a settlement.

Why is this a class action?

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or “class members.” The Court accordingly resolves claims for all class members, except for those who exclude themselves from the class.

Why is there a settlement?

Mr. Campbell, on the one hand, and Everything Breaks, on the other, agreed to settle the lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. Under the settlement, participating class members will obtain a payment in settlement of the claims Mr. Campbell raised in the lawsuit. Mr. Campbell, and his attorneys, think the settlement is fair and reasonable.

How do you know if your claims are included in the settlement?

This settlement resolves claims on behalf of the following class:

“All persons in the United States who, (a) during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant, (2) on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, or (2) received two or more telemarketing calls in a 12-month period, with at least one being received after being marked as “DNC”, “Do Not Call”, or “Already Covered” in Defendant’s records, (b) where the telephone number appears on EBI_000029 or EBI_000030, and (c) where the telephone number was obtained by Defendant in the same manner Defendant obtained Plaintiff’s telephone number.”

What does the settlement provide?

Everything Breaks will establish a settlement fund in the amount of \$995,000.00 to compensate members of the class. Out of the settlement fund will be paid:

- a. Settlement compensation to class members who submit timely, valid claims;

- b. Notice and administration costs;
- c. An award of attorneys' fees not to exceed twenty-five percent of the settlement fund, subject to the Court's approval;
- d. Costs and expenses incurred litigating the claims in this matter, subject to the Court's approval; and
- e. A service award to Mr. Campbell not to exceed \$5,000, subject to the Court's approval.

Each class member who submits a timely and valid claim form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the \$995,000.00 settlement fund as it exists after deducting:

- a. Notice and administration costs;
 - b. An award of attorneys' fees;
 - c. Costs and expenses incurred in litigating the claims in this matter;
- and
- d. A service award to Mr. Campbell.

It is estimated that each participating class member will receive between \$___ and \$___. The actual amount each participating class member will receive may be more or less depending on the number of class members who submit timely, valid claims.

How can you get a payment?

You must mail a valid claim form to the *Campbell v. Everything Breaks Bank* Settlement Administrator, [address], [city], [state] [zip code] postmarked by [month] [day], 2024. Or you must submit a valid claim through [website] by [month] [day], 2024.

When will you be paid?

If the Court grants final approval of the settlement, settlement checks will be mailed to class members who timely mailed or submitted valid claim forms after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

What rights are you giving up in this settlement?

If you fall within the class, you will give up your right to sue or continue a lawsuit against Everything Breaks and other released parties over the released claims, unless you exclude yourself from the settlement (opt out) by following the instructions set out in this notice before the opt-out

deadline. Giving up your legal claims is called a release. Unless you formally opt out from the settlement, you will release claims against Everything Breaks and other released parties.

For more information on the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement on the settlement website, [website], or from the Clerk of the United States District Court for the District of Nevada.

How can you exclude yourself from the settlement (opt out)?

You may exclude yourself (opt out) from the settlement, in which case you will not receive a payment, and you will not release your claims against Everything Breaks and other released parties. If you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the claims administrator at the following address, postmarked by [month] [day], 2024:

Campbell v. Everything Breaks Settlement Administrator
ATTN: EXCLUSION REQUEST
[address]
[city], [state] [zip code]

You must include in your request for exclusion your:

- a. Full name;
- b. Address;
- c. Telephone number called by Everything Breaks demonstrating that you are a member of the class; and
- d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as “I request to be excluded from the settlement in the *Campbell* action.”

You must sign the request personally.

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

The Court will hold a final fairness hearing on [month] [day], 2024, at [time]. The hearing will take place in the United States District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

The date of the final fairness hearing may change without further notice. Class members should check this settlement website, [website], or the Court’s Public Access to Court Electronic Records (PACER) system to confirm that the date has not changed.

Do you have to attend the hearing?

No, there is no requirement that you attend the hearing. However, you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the class because the settlement no longer affects your legal rights.

What if you want to object to the settlement?

If you do not exclude yourself from the settlement, you can object to the settlement, or any part of it, if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of objection, postmarked by [month] [day], 2024, to the Court and counsel for the parties at the following addresses:

Court

United States Courthouse
333 Las Vegas Blvd South
Las Vegas, NV 89101

Class Counsel

THE WEITZ FIRM, LLC
Max S. Morgan
max.morgan@theweitzfirm.com
1515 Market Street, #1100
Philadelphia, PA 19102

Everything Breaks' Counsel

GORDON REES SCULLY MANSUKHANI
Sean P. Flynn
1 East Liberty Street, Suite 424
Reno, NV 89501

You must include in your objection your:

- a. Full name;
- b. Address;
- c. Documents establishing, or provide information sufficient to allow the parties to confirm, that you are a class member, including providing the telephone number called;
- d. A statement of your specific objections;
- e. The grounds for your objection, as well as the identity of any documents you would like the court to consider; and

f. The name of your attorney, if you are represented by one.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

By when must you enter an appearance?

Any class member who objects to the settlement and wishes to enter an appearance must do so by [date], 2024. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon class counsel and Everything Breaks' attorneys, at the addresses set forth below.

What if you do nothing?

If you are a member of the class, you do nothing, and the Court approves the settlement agreement, you will not receive a share of the settlement fund, but you will release any related claims you have against Everything Breaks and other released parties. Unless you exclude yourself from the settlement, you will not be able to sue or continue a lawsuit against Everything Breaks and other released parties over the released claims.

What will happen if the Court does not approve the settlement?

If the Court does not finally approve the settlement, or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits from this settlement and the lawsuit will continue.

Who are Ms. Campbell's attorneys?

Mr. Campbell's attorneys are:

THE WEITZ FIRM, LLC
Max S. Morgan, Esquire
1515 Market Street, #1100
Philadelphia, PA 19102

CRAIG K. PERRY & ASSOCIATES
Craig K. Perry, Esquire
2300 W. Sahara Ave., Suite 800
Las Vegas, Nevada 891102

The Law Office of Chris R. Miltenberger, PLLC
Chris R. Miltenberger, Esquire
1360 N. White Chapel, Suite 200

Southlake, Texas 76092-4322

The Court has appointed Mr. Campbell's attorneys to act as class counsel. You do not have to pay class counsel. You may have your own attorney represent you and appear in Court on your behalf, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

Who are Everything Breaks' attorneys?

Everything Breaks' attorneys are:

GORDON REES SCULLY MANSUKHANI
Sean P. Flynn, Esquire
1 East Liberty Street, Suite 424
Reno, NV 89501

Before what Court is this matter pending?

This matter is pending in the United States District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101.

Where can you get additional information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [website], by contacting class counsel, by accessing the Court docket in this case, for a fee, through the Court's PACER system, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

Or, to obtain additional information about this matter, please contact:

Campbell v. Everything Breaks Administrator
[address]
Telephone: [number]

Please do not call the Judge about this case. The Judge will not be able to give you advice about this case. Furthermore, neither Everything Breaks nor its attorneys represent you, and they cannot give you legal advice.

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EXHIBIT 6

PRELIMINARY APPROVAL ORDER

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

STEPHAN CAMPBELL, *on behalf of himself
and all others similarly situated,*

Plaintiff,

v.

EVERYTHING BREAKS, INC.,

Defendant.

Case No.: 2:23-cv-00861-GMN-EJY

**[PROPOSED] ORDER CONDITIONALLY CERTIFYING CLASS
AND PRELIMINARILY APPROVING SETTLEMENT**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval (the “Motion”) of the proposed class action settlement (the “Settlement”) of the above-captioned case. Based on this Court’s review of the Motion, the Parties’ Settlement Agreement and Release [ECF No. __] (the “Agreement”), all other matters in the record and the supporting memorandum of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Settlement Class with respect to the matters ordered herein.
3. Scope of Settlement. The Agreement resolves all released claims alleged in the Action and related thereto, as set forth in greater detail in the Agreement.
4. Preliminary Approval of Proposed Agreement. Pursuant to Rule 23(e)(1)(B), the Court has reviewed the Settlement as set forth in the Agreement and finds that the Court will likely be able to approve the Settlement pursuant to the standards set forth in Rule 23(e)(2) and will likely be able to certify the class for purposes of a judgment on the Settlement because: (a)

the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) with respect to the forms of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration (Exs. 2, 3, 4, 5 to the Agreement), that notice is appropriate and warranted, meets the requirements of Rule 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons and entities entitled to the notice.

5. Therefore, the Court grants preliminary approval of the Settlement, and directs notice to be given as set forth herein.

6. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant, through a settlement administrator, will cause to be served written notice of the proposed class settlement on the United States Attorney General and the Attorneys General of each state in which any member of the Settlement Class resides.

7. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class: "All persons in the United States who, during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant, (2) on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, (3) where the telephone number appears on EBI_000029 or EBI_000030 and was obtained by Defendant in the same manner Defendant obtained Plaintiff's telephone number." Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

8. In connection with this conditional certification, the Court makes the following preliminary findings:

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) Plaintiff's claims appear to be typical of the claims being resolved through the Settlement;

(d) Plaintiff appears to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Agreement is fair, reasonable and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of the Settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

9. Class Representative. The Court appoints Plaintiff to act as class representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

10. Class Counsel. The Court hereby appoints The Weitz Firm, LLC, The Law Office of Chris R. Miltenberger, PLLC and Craig K. Perry & Associates as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

11. Settlement Administrator. Verita Global, LLC is hereby appointed as the

Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator as set forth in the Agreement and this Order.

12. Class Notice. The Court approves the proposed plan for giving notice to the Settlement Class directly (using e-mail and post cards) and through a publication/media program and establishment of a Settlement Website, as more fully described in Plaintiff’s Motion and the Agreement (“Notice Plan”). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitutes the best notice practicable under the circumstances. The Court additionally finds that the proposed notices are clearly designed to advise the members of the Settlement Class of their rights. The Court hereby directs the Parties and the Settlement Administrator to cause notice to issue on or before _____, 2024 (“Notice Deadline”) and in accordance with the terms of the Settlement Agreement. Notwithstanding anything else in the Notice Plan, the Settlement Website shall be established not later than 45 days after entry of this Preliminary Approval Order.

13. The Settlement Administrator will file with the Court by no later than _____, _____, **2024**, proof that notice was provided in accordance with the Agreement and this Order.

14. Final Approval Hearing. At ____:____ AM on _____, _____, **202__**, at the United States Courthouse, 333 Las Vegas Blvd South, Las Vegas, NV 89101, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied in the Agreement should be granted, and (b) Class Counsel’s application for attorneys’ fees and expenses, and service awards to Plaintiff, should be

granted, and in what amount. No later than thirty (30) days after the Notice Deadline, Plaintiff must file papers in support of Class Counsel's application for attorneys' fees and expenses and the service awards to Plaintiff. No later than fourteen (14) days prior to the Final Approval Hearing, papers in support of final approval of the Settlement and response to any written objections must be filed.

15. Opt-Out and Objection Deadline. Persons in the Settlement Class who wish to either object to the Settlement or request exclusion from the Settlement Class must do so by _____, 202___. Persons in the Settlement Class may not both object and opt-out. If a person both requests to opt-out and objects, the request to opt-out will control. However, if a class member objects and, after the objection is resolved, seeks to opt-out, the Court may permit withdrawal in the exercise of its discretion.

16. Exclusion from the Settlement Class. To request exclusion from the Settlement Class, a person in the Settlement Class must follow the directions in the Class Notice and send a compliant request to the Settlement Administrator at the address designated in the Class Notice by the Opt-Out and Objection Deadline. Exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; (c) include the telephone number called by Everything Breaks demonstrating that the person is a member of the class; and (d) include the following statement, or a statement materially similar to: "I request to be excluded from the settlement in the Campbell action." No request for exclusion will be valid unless all of the foregoing information is included or the Court finds the exclusion to be valid in the exercise of its discretion for good cause shown. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not

limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

17. The Settlement Administrator will retain a copy of all requests for exclusion. Not later than _____, 202__, 14 days prior to the Final Fairness Hearing, the Settlement Administrator will file under seal with the Court a declaration that lists all of the exclusion requests received.

18. If a timely and valid exclusion request is made by a person in the Settlement Class, then the Agreement and any determinations and judgments concerning the Settlement will not bind the excluded person.

19. All non-excluded Settlement Class Members will be bound by all determinations and judgments concerning the Settlement.

20. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions below and in the Class Notice and file a written objection with the Court (sending a copy to counsel as set forth below). Delivery to counsel may be accomplished either by mail or email to each of the following, postmarked or sent no later than the last day to file the objection: Class Counsel – Max S. Morgan, 1515 Market Street, #1100, Philadelphia, PA 19102, max.morgan@theweitzfirm.com, and to Everything Breaks' Counsel – Sean P. Flynn, GORDON REES SCULLY MANSUKHANI, 1 East Liberty Street, Suite 424, Reno, NV 89501, sflynn@grsm.com. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the cellular telephone number called; (b) include a statement of such Settlement Class Member's specific objections; (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider;

and (d) if the Settlement Class Member is represented by an attorney, list all other cases in which the Settlement Class Member has filed an objection. The Court may, in its discretion, not consider an objection unless the objection includes all of the foregoing information.

21. Unless otherwise permitted by the Court in its discretion for good cause shown, any Settlement Class Member who fails to comply with Paragraph 20 will not be permitted to object to the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement by appeal or other means, will be deemed to have waived his, her or its objections, and will be forever barred from making any objections in the Actions or any other related action or proceeding. All Settlement Class Members will be bound by all determinations and judgments in the Actions, whether favorable or unfavorable to the Settlement Class.

22. For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address, telephone number and last name except first letter of last name in order to protect the objector's privacy. The objector's first name and city, state and zip code, as well as the objection, will not be redacted.

23. All Settlement Class Members who wish to receive a Settlement Award must submit a claim not later than _____, _____, 202__, which is 75 calendar days after the Notice Deadline, in the manner set forth in the Settlement Agreement and the Notice Program.

24. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Actions are stayed.

25. Pending the final determination of whether the Settlement should be approved, Plaintiff and all persons in the Settlement Class are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing or prosecuting, either directly or indirectly, any Released Claims

in any judicial, administrative, arbitral or other forum, against any of the Released Parties. Such injunction will remain in force until the Court enters the Final Approval Order or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any person in the Settlement Class, or any person actually or purportedly acting on behalf of any such person (s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to any person who requests exclusion from the Settlement.

26. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Actions will return to the status quo as it existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Actions or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Everything Breaks or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Actions or in any other proceeding.

27. In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason, any money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with the Agreement, shall be returned to Everything Breaks

within fifteen (15) calendar days of the event that causes the Agreement to not become effective.

28. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by Everything Breaks, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Actions or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of the Agreement, this Order and the Final Approval Order.

29. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class.

30. Schedule of Future Events. Accordingly, the following are the deadlines by which certain events must occur:

Date	Deadline
[45 days after the date of this order]	Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline)

[30 days after Notice Deadline]	Deadline for filing of Plaintiff’s Motion for Attorneys’ Fees and Costs and Service Awards
[60 days after Notice Deadline]	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline)
[75 days after Notice Deadline]	Deadline for Settlement Class Members to Submit a Claim Form (Claim Deadline)
[14 days before Final Approval Hearing]	Deadline for Parties to file the following: (1) List of persons who made timely and proper requests for exclusion (under seal); and (2) Motion and memorandum in support of final approval, including responses to any objections.
[No earlier than 30 days after the Opt-Out and Objection deadline]	Final Approval Hearing

SO ORDERED.

Dated this ____ day of _____ 2024__

United States District Court

Execution Version

EXHIBIT 7

FINAL APPROVAL ORDER

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

STEPHAN CAMPBELL, *on behalf of himself
and all others similarly situated,*

Plaintiff,

v.

EVERYTHING BREAKS, INC.,

Defendant.

Case No.: 2:23-cv-00861-GMN-EJY

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter is before the Court on the Plaintiff’s Motion for Attorneys’ Fees, Costs, Expenses, and Incentive Awards [ECF No. ___] and Unopposed Motion for Final Approval of Class Action Settlement [ECF No. ___]. The Court held a Final Approval Hearing on _____, 202__, after notice of the Final Approval Hearing was given in accordance with this Court’s Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice Plan, and (4) Setting Final Approval Hearing. (DE ___) (“Preliminary Approval Order”). The Court has carefully considered all matters submitted to it at the Final Approval Hearing and otherwise and will grant the motions.

The Court hereby finds, concludes, and orders as follows:

1. The Settlement Agreement and Release, including its exhibits, fully executed on November __, 2024 (“Agreement”), and the definitions contained therein are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order [DE ___] are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Actions and over the Parties pursuant to 28 U.S.C. § 1332, including all members of the Settlement Class certified for settlement purposes in this Court’s Preliminary Approval Order.

3. The “Settlement Class” means: “ All persons in the United States who, during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant, (2) on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, (3) where the telephone number appears on EBI_000029 or EBI_000030 and was obtained by Defendant in the same manner Defendant obtained Plaintiff’s telephone number.” Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

4. The Court has received and considered ___ objections to the settlement. All objections (including those filed untimely) have been considered on their merits and for good cause all objections are overruled.

5. The Agreement is the product of arm’s-length settlement negotiations between the Plaintiff and Class Counsel, on the one hand, and Everything Breaks and Everything Breaks’ Counsel, on the other hand.

6. Class Notice was disseminated to members of the Settlement Class either through counsel or through the Settlement Administrator in accordance with the terms set forth in the Agreement and this Court’s Preliminary Approval Order [DE ___].

7. The Notice Program and claims submission procedures fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, and constitute the best notice practicable under the circumstances. The Notice Program provided individual notice to all members of the Settlement Class who could be identified through reasonable effort and supports the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

8. This notice provided by Everything Breaks pursuant to 28 U.S.C. § 1715 fully

satisfied the requirements of that statute.

9. The Settlement's terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and directs its consummation pursuant to its terms and conditions. The Plaintiff, in her role as Class Representatives, and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement. Accordingly the Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. The Parties and Settlement Class Members who were not excluded from the Settlement Class are bound by the terms and conditions of the Agreement.

10. The Court approves Class Counsel's application for attorneys' fees of \$ _____ (representing ___% of the \$995,000.00 Settlement Fund), which the Court finds to be fair and reasonable under the particular circumstances in this case. Additionally, Class Counsel is hereby awarded \$ _____ in costs of litigation. The award of attorneys' fees and litigation costs are to be paid from the Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

11. The Court finds the payment of service award in the amount of \$ _____ to the Settlement Class Representative is fair and reasonable. Accordingly, the Settlement Class Representative is hereby awarded \$ _____, such amount to be paid from the Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

12. The Settlement Class described in paragraph 3 above is hereby finally certified, solely for purposes of effectuating the Settlement and this Order and Final Judgment.

13. The requirements of Rule 23(a) and (b)(3) have been satisfied for settlement purposes, for the reasons set forth herein. The Settlement Class is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the class; the claims of the Class Representative is typical of the claims of the Settlement Class; the Class Representative will fairly and adequately protect the interests of the class; the questions of law or fact common to class members predominate over any questions affecting only individual members; and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy between the Settlement Class Members and Everything Breaks.

14. This Court hereby dismisses, with prejudice, without costs to any party, except as expressly provided for in the Agreement, all of the Actions.

15. The Claims Administrator is directed to distribute the consideration to the Settlement Class pursuant to the terms of the Agreement.

16. Plaintiff and each and every one of the non-excluded Settlement Class Members unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims as provided for in the Agreement. In addition, any rights of the Settlement Class Representative and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code (and any other similar, comparable, or equivalent laws) are hereby terminated.

17. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or

indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Final Judgment and Order of Dismissal, and this Court's authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. However, Settlement Class members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement.

18. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Everything Breaks, or of the truth of any of the claims asserted by Plaintiff.

19. In the event that any provision of the Settlement or this Final Judgment and Order of Dismissal is asserted by Everything Breaks as a defense in whole or in part to any Claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an

inconvenient forum. These provisions are necessary to protect the Agreement, this Order and this Court's authority to effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

20. By incorporating the Agreement and its terms herein, the Court determines that this Final Judgment complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

21. Finding that there is no just reason for delay, the Court orders that this Final Judgment and Order of Dismissal shall constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Court orders that, upon the Effective Date, the Settlement shall be the exclusive remedy for any and all Released Claims or Plaintiff and each and every Settlement Class Member. The Clerk of the Court is directed to enter this Order on the docket forthwith.

22. If an appeal, writ proceeding or other challenge is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement.

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

24. The Court retains jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Agreement and the Settlement, which includes, without limitation, the Court's power pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law, to enforce the above-described bar on and injunction against prosecution of any and all Released Claims.

SO ORDERED.

Dated this ____ day of _____ 202 ____

United States District Court

EXHIBIT B

1 Craig K. Perry
2 Nevada Bar No. 3786
3 CRAIG K. PERRY & ASSOCIATES
4 2300 W. Sahara Avenue, #800
5 Las Vegas, NV 89102
6 Telephone: (702) 228-4777
7 Facsimile: (702) 943-7520
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13 817-416-5060 (office)
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15 chris@crmlawpractice.com
16 *Pro Hac Vice*

17 Max S. Morgan, Esquire
18 **THE WEITZ FIRM, LLC**
19 1515 Market Street, #1100
20 Philadelphia, PA 19102
21 Tel: (267) 587-6240
22 Fax: (215) 689-0875
23 max.morgan@theweitzfirm.com
24 *Pro Hac Vice*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

25 STEPHAN CAMPBELL, *on behalf of himself*
26 *and all others similarly situated,*

27 Plaintiff,

28 v.

EVERYTHING BREAKS, INC.,

Defendant.

Case No.: 2:23-cv-00861-GMN-EJY

**DECLARATION OF MAX S. MORGAN
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION TO CERTIFY
CLASS AND FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Max S. Morgan, declare under penalty of perjury:

1. I make this declaration in support of Plaintiff's Unopposed Motion to Certify Class and for Preliminary Approval of Class Action Settlement.

1 2. I am over 18 years of age and I am competent to testify and make this declaration
2 on personal knowledge.

3 3. Except as otherwise noted, I have personal knowledge of the facts set forth in this
4 declaration and could testify competently to them if called upon to do so.

5 4. I am an attorney at The Weitz Firm, LLC (“TWF”) and am admitted to practice law
6 in the Commonwealth of Pennsylvania, the State of New Jersey and before the United States Patent
7 and Trademark Office (USPTO).

8 5. I am counsel for Plaintiff Stephan Campbell along with Chris R. Miltenberger, Esq.
9 of Law Office of Chris R. Miltenberger, PLLC and Craig K. Perry of Craig K. Perry & Associates.

10 6. I have experience litigating complex matters, including class actions on behalf of
11 consumers, and in particular, claims under the Telephone Consumer Protection Act, 47 U.S.C. §
12 227, et seq. (“TCPA”)

13 7. Currently, I am counsel in approximately forty (40) active TCPA cases before
14 various district courts.

15 8. I have been named class counsel in the following TCPA cases: *Brittany Key v.*
16 *Miracle Faith Center, Inc.*, Case No. 3:22-cv-00075, Dkt. 31 (N.D. Fla. Feb. 2, 2023); Dianne
17 Bear King Lucas v. Synchrony Bank, NBO. 4:21-cv-70, Dkts. 46, 47 (N.D. Ind. Nov. 18, 2022).

18 9. I am a 2013 graduate of Rutgers School of Law – Camden.

19 10. In 2013, I was admitted to the Bar in Pennsylvania and New Jersey. Since then, I
20 have been admitted to practice before the United States Patent and Trademark Office (USPTO),
21 the United States District Court for the Eastern District of Pennsylvania, the United States District
22 Court for the Middle District of Pennsylvania, the United States District Court for the District of
23 New Jersey, the United States District Court for the Northern District of Illinois, the United States
24 District Court for the Northern District of Indiana, the United States District Court for the Eastern
25 District of Wisconsin, the United States District Court for the Western District of Wisconsin; the
26 United States District Court for the Northern District of Ohio, the United States District Court for
27 the Eastern District of Michigan, the United States District Court for the Northern District of
28 Texas; the United States District Court for the Southern District of Texas; the United States District

1 Court for the Western District of Tennessee; the United States Court of Appeals for the Federal
2 Circuit, the United States Court of Appeals for the First Circuit; the United States Court of Appeals
3 for the Sixth Circuit, the United States Court of Appeals for the Seventh Circuit; and the United
4 States Supreme Court. From time to time, I have appeared in other State and Federal District
5 Courts *pro hac vice*. I am in good standing in every court to which I am admitted to practice.

6 11. I was an associate at Volpe and Koenig, P.C., an intellectual property boutique law
7 firm located in Philadelphia, PA from 2013-2016 and again from 2017-2018.

8 12. From 2016-2017, I served as a term law clerk to the Honorable Mary Little Cooper,
9 United States District Judge for the District Court of New Jersey.

10 13. Prior to joining TWF in 2020 to focus on representing plaintiffs in a variety of
11 matters, I was an associate at DLA Piper, LLP from 2018-2020.

12 **TWF's Willingness and Ability to Protect Absent Settlement Class Members**

13 14. TWF has, and will continue to, vigorously protect the interests of members of the
14 proposed settlement class.

15 15. TWF, along with other counsel in this matter, has advanced all costs necessary to
16 prosecute this action.

17 16. TWF has devoted a substantial amount of time to this case and will continue to
18 devote all necessary time to this case as it proceeds through the settlement approval process.

19 17. TWF has no known conflict with the proposed settlement class.

20 **Plaintiff's Willingness and Ability to Protect Settlement Class Members**

21 18. Mr. Campbell has, and will continue to, vigorously protect the interests of
22 members of the proposed settlement class.

23 19. Mr. Campbell stayed updated on this matter throughout the litigation and spoke
24 with his counsel about it on a regular basis.

25 20. Mr. Campbell pursued discovery from Defendant as well as third parties pursuant
26 to Rule 45 subpoenas.

27 21. Mr. Campbell filed a motion to compel against Defendant, which was granted in
28 part.

1 22. Mr. Campbell also filed a subpoena enforcement action in the United States
2 District Court for the District of Delaware to obtain calling records.

3 23. As a result of those efforts, Defendant and third parties produced voluminous
4 records of their calling practices and calling data.

5 24. Mr. Campbell likewise responded to written discovery and produced documents.

6 25. Mr. Campbell has, and remains, prepared to make all necessary decisions required
7 of him in the best interests of members of the proposed settlement class.

8 **Opinion of Mr. Campbell and Class Counsel**

9 26. Mr. Campbell and his counsel firmly believe that the parties' settlement is fair,
10 reasonable, adequate, and in the best interests of members of the proposed settlement class.

11 27. Therefore, Mr. Campbell and his counsel recommend that this settlement should be
12 approved.

13 28. This recommendation comes only after the parties have had sufficient opportunity
14 to conduct discovery and develop the claims and defenses in the case.

15 29. For example, Defendant produced its calling records showing all calls it placed to
16 telephone numbers it received from the same source as it obtained Plaintiff's telephone number,
17 as well as disposition codes relevant to do not call requests. The parties also obtained records from
18 the FCC regarding the telephone numbers' status on the National Do Not Call Registry.

19 30. In addition, Defendant presented evidence of its affirmative defenses, which Mr.
20 Campbell has considered.

21 31. Defendant also has a depleting insurance policy applicable to the claims at issue in
22 this case and the insurance carrier has recommended settlement in this case.

23 **Settlement**

24 32. The Settlement Class is estimated to include approximately 86,708 *bona fide* class
25 members.

26 33. The Settlement Fund will be non-reversionary, all-cash, and amounts to \$995,000.
27
28

1 34. Given, therefore, that the Settlement Class is estimated to include approximately
2 86,708 *bona fide* class members, the raw, per-potential Settlement Class member value of the
3 Settlement is likely more than \$11.47 ($\$995,000 / 86,708 = \11.47).

4 35. Based on the estimated number of *bona fide* class members and historical claims
5 rates, after deducting expenses, counsel estimates that participating Settlement Class members who
6 submit valid claims will receive between \$36.00 and \$144.00 each.

7 36. The parties agree that Verita Global, LLC (“Verita”) (www.veritaglobal.com), will
8 administer the Settlement, subject to Court approval.

9 37. To protect the interests of Settlement Class Members, the parties negotiated, and
10 Verita agreed to, a hard cap of no more than \$144,500 for all costs of settlement notice and
11 administration for the estimated number of class members.

12 38. To date, counsel for Mr. Campbell have not received any objections to the
13 Settlement.

14 39. A true and correct copy of the parties’ settlement agreement and its exhibits are
15 attached to Plaintiff’s Motion as Exhibit “A.”

16 I declare under penalty of perjury that the foregoing is true and correct.

17
18 Dated: December 9, 2024

/s/ Max S. Morgan
Max S. Morgan

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1 Craig K. Perry
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3 **CRAIG K. PERRY & ASSOCIATES**
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25 *Pro Hac Vice*

26 UNITED STATES DISTRICT COURT
27 DISTRICT OF NEVADA

28 STEPHAN CAMPBELL, *on behalf of*
himself and all others similarly situated,

Plaintiff,

v.

EVERYTHING BREAKS, INC.,

Defendant.

Case No.: 2:23-cv-00861-GMN-EJY

**DECLARATION OF CHRIS
MILTENBERGER IN SUPPORT OF
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Declaration of Chris Miltenberger

I, Chris Miltenberger, make the following declaration subject to the penalties for perjury:

1. My name is Chris Miltenberger. I am co-counsel for the named plaintiff, Stephan Campbell (“**Plaintiff**”) in the above-numbered and styled lawsuit.

I am fully competent to make this declaration, have personal knowledge of the following facts, and could testify to them if called upon to do so.

2. I am a licensed attorney practicing in the Dallas/Ft. Worth, Texas Metroplex area and am the founder of The Law Office of Chris R. Miltenberger, PLLC. I am a member in good standing of the bar of the State of Texas and am admitted to practice in the following federal courts: United States Supreme Court; Fifth Circuit Court of Appeals, United States District Courts for the Northern, Eastern, Western and Southern Districts of Texas and the United States District Court for the District of New Mexico.

3. I was admitted to the Texas bar in 1982. I have practiced largely in the area of employment law for 30 years of my 42-year legal career, including extensively collective and class litigation, employment rights’ litigation, consumer litigation and other matters in federal court. I have also focused my practice in the area of consumer litigation, including class litigation in that area. From 1990 to

DECLARATION OF CHRIS MILTENBERGER

CASE NO. 2:23-CV-00861

1 1998, I was a partner in the Dallas-based law firm of Worsham, Forsythe &
2 Wooldridge (now Hunton & Williams) where my practiced was focused on
3 employment law claims and handling cases for large corporate clients. I am a
4 graduate of the University of Missouri – Columbia School of Law where I was a
5 member of the Law Review.
6

7
8 4. A copy of my resume is attached as **Exhibit A**.

9 5. I am a member of the National Association of Consumer Advocates
10 (“NACA”).
11

12 6. I was appointed as Co-Lead Counsel representing all individual plaintiffs
13 in the Member Cases in the Portfolio Recovery Associates TCPA MDL *In Re:*
14 *Portfolio Recovery Associates, LLC, Telephone Consumer Protection Act Litigation;*
15 *3:11-md-02295-JAH-BGS*, United States District Court for the Southern District of
16 California (Telephone Consumer Protection Act).
17
18

19 7. I have litigated numerous TCPA cases and have been appointed class
20 counsel in *Mahoney v TT of Pine Ridge, Inc.*, Case No. 17-80029-CIV, United
21 States District Court for the Southern District of Florida.
22

23 8. A PACER search of TCPA cases I have filed is attached as **Exhibit**
24 **B**.
25

26 9. I was recently appointed as class counsel in litigation under ERISA,
27
28

DECLARATION OF CHRIS MILTENBERGER

CASE NO. 2:23-CV-00861

1 *McWhorter v. Service Corporation International, et al.*, Civil Action No. 4:22-cv-
2 02256, United States District Court for the Southern District of Texas.

3 10. I have litigated numerous FLSA class/collective action cases.
4

5 11. I am ready, willing, and able to represent the proposed Classes in this
6 case. I am committed to doing so. I am not aware of any conflict or any other reason
7 that would impede me from representing the proposed Classes.
8

9 12. I am prepared to and capable of providing the financial resources to
10 prosecute this case as a class action.
11

12 14. I have confidence that the proposed class representative, Stephan
13 Campbell, will be loyal to the class. He has and will continue actively participating
14 in the prosecution of this case.
15

16 15. Based on the risks associated with the claims in this case, I hold the
17 view that the overall settlement is fair and reasonable to the classes.
18

19 16. The participating class members are estimated to receive amounts that
20 favorably compare to figures in other approved settlements.
21

22 17. The settlement, if approved, provides substantial cash to the class
23 members.
24

25 18. Thus, the settlement constitutes an objectively favorable result and
26 outweighs the mere possibility of future relief after protracted litigation.
27
28

DECLARATION OF CHRIS MILTENBERGER

CASE NO. 2:23-CV-00861

1 19. Based upon my experience of 42+ years of litigating federal cases, this
2 is a fair and reasonable settlement. Thus, I respectfully ask that the agreement
3 reached by the parties be approved by the Court, and that the Parties' Joint Motion
4 for Preliminary Approval be granted.
5

6 20. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that
7 the foregoing is true and correct.
8

9 Dated: December 6, 2024
10

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12 Chris R. Miltenberger
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DECLARATION OF CHRIS MILTENBERGER

CASE No. 2:23-cv-00861

Exhibit A

to

Declaration of Miltenberger

CHRIS R. MILTENBERGER

1360 N. White Chapel, Suite 200, Southlake, Texas 76092

(817) 416-5060 chris@crmlawpractice.com

Law Firm Affiliation

THE LAW OFFICE OF CHRIS R. MILTENBERGER, PLLC	July 2012 - Present
<input type="checkbox"/> Founder	
MILTENBERGER LAW FIRM	Sept. 2005 – April 2008
<input type="checkbox"/> Of Counsel	
WORSHAM, FORSYTHE & WOOLDRIDGE, L.L.P. (now Hunton & Williams, L.L.P.)	1982-1998
<input type="checkbox"/> Partner	1990-1998
<input type="checkbox"/> Associate	1982-1990

Executive Management/In-House Counsel Employment

GEOS COMMUNICATIONS, INC./D MOBILE, INC.	
<input type="checkbox"/> President, Geos Communications (OTCBB: GCMI)	Aug. 2008 – Jul 2012
<input type="checkbox"/> Executive Vice President - Legal Counsel, HR and IT, D Mobile	Aug. 2010 – July 2012
RESOURCE CONCEPTS, INC.	
<input type="checkbox"/> President and Legal Counsel	1998 - 2004

Current Practice

REPRESENTATION OF EMPLOYEES – 2012 TO PRESENT

- Practice currently involves the representation of employees in wage and hour issues, all manner of discrimination and sex harassment lawsuits, including hostile work environment cases, religion and disability discrimination cases.
 - Representation of consumers under the Telephone Consumer Protection Act and the Fair Credit Reporting Act.
 - Practice involves cases in both federal and state courts. Represents individuals on a contingency fee basis.
-

PREVIOUS LABOR AND EMPLOYMENT EXPERIENCE

- Practice in the labor and employment area has involved counseling employers on all aspects of the employer-employee relationship including handling matters in federal and state court, arbitration and administrative forums. Represented clients ranging from companies with only a few employees to Texas Utilities, a then public utility with over 10,000 employees. Advised companies employing both union and non-union workers.

PREVIOUS ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION EXPERIENCE

- Represented management in over 50 labor arbitration hearings, 39 as lead counsel and 11 as second chair:
 - Prepared grievance answers, researched and selected neutral third-party arbitrators, interviewed witnesses, prepared testimony and witnesses, presented testimony and documentation to the arbitrator and wrote post-hearing arbitration briefs.

Education and Bar Membership

UNIVERSITY OF MISSOURI – COLUMBIA SCHOOL OF LAW Juris Doctorate, 1982

- Missouri Law Review
- Teaching Assistant, Business Law

SOUTHEAST MISSOURI STATE UNIVERSITY 1978

- Bachelor of Arts – Accounting and Economics, *Cum Laude*

TEXAS BAR ASSOCIATION, Member 1982 to present
UNITED STATES SUPREME COURT, Member
5TH CIRCUIT COURT OF APPEALS, Member
NORTHERN DISTRICT OF TEXAS, Member
EASTERN DISTRICT OF TEXAS, Member
SOUTHERN DISTRICT OF TEXAS, Member
WESTERN DISTRICT OF TEXAS, Member

Exhibit B

to

Declaration of Miltenberger

Year	Court	Case Number	Title	Date Filed
2019	azdc	2:2019cv01661	Morris et al v. National Cash Offer LLC	3/11/2019
2023	azdc	2:2023cv00235	Hiller v. Money Source Incorporated	2/6/2023
2018	cacdc	8:2018cv02103	Chris Parker v. Portfolio Recovery Associates, LLC	11/27/2018
2018	caedc	2:2018cv03071	Lamkin v. Portfolio Recovery Associates, LLC	11/27/2018
2019	caedc	2:2019cv01231	Dutka v. Ocwen Loan Servicing LLC	7/3/2019
2021	caedc	2:2021cv00159	Scott et al v. Ocwen Loan Servicing LLC	1/26/2021
2023	candc	3:2023cv04419	Clewett v. 1Life Healthcare, Inc.	8/25/2023
2011	casdc	3:2011md02295	IN RE: PORTFOLIO RECOVERY ASSOCIATES, LLC, TELEPHONE CONSUMER PROTECTION ACT LITIGATION	12/21/2011
2016	casdc	3:2016cv02109	Harrington v. Portfolio Recovery Associates LLC	8/19/2016
2016	casdc	3:2016cv02553	Terrell v. Portfolio Recovery Associates LLC	10/13/2016
2017	casdc	3:2017cv01658	ANDREWS v. PORTFOLIO RECOVERY ASSOCIATES, LLC	8/17/2017
2015	flmdc	2:2015cv00322	Harrington v. Roundpoint Mortgage Servicing Corporation et al	5/28/2015
2015	flmdc	2:2015cv00522	Harrington et al v. Regions Bank	8/31/2015
2017	flmdc	8:2017cv02000	Pope v. Citibank, N.A.	8/22/2017
2018	flmdc	8:2018mc00001	In Re: Portfolio Recovery Associates, LLC, Telephone Consumer Protection Act Litigation	1/3/2018
2018	flmdc	2:2018cv00324	Mahoney v. Quicken Loans, Inc.	5/9/2018
2017	flndc	3:2017cv00499	ANDREWS v. PORTFOLIO RECOVERY ASSOCIATES, LLC	7/27/2017
2018	flndc	3:2018cv01339	SIREN et al v. OCWEN LOAN SERVICING LLC	5/17/2018
2024	flndc	3:2024cv00004	ANDREWS v. PORTFOLIO RECOVERY ASSOCIATES, LLC	1/3/2024
2017	flsdc	9:2017cv80029	Mahoney v. TT of Pine Ridge, Inc.	1/9/2017
2023	madc	1:2023cv10949	Starling v. OnProcess Technology, Inc., et al.	5/1/2023
2015	ncmdc	1:2015cv00998	GREGORY v. GENPACT SERVICES, LLC, ET AL.	11/25/2015
2023	nvdc	2:2023cv00861	Campbell v. Everything Breaks, Inc.	6/1/2023
2023	nvdc	2:2023cv00920	Garvey v. Keller Williams Realty, Inc. et al	6/12/2023
2013	txedc	4:2013cv00703	Morris v. Plattform Advertising	11/25/2013
2016	txedc	4:2016cv00128	Schopp v. Fora Financial Holdings, LLC	2/18/2016
2016	txedc	4:2016cv00254	Harrington v. Southwest Credit Systems LP	4/14/2016
2016	txedc	4:2016cv00703	Lockett et al v. Conn Appliances Inc, et al	9/12/2016
2016	txedc	4:2016cv00890	Schopp v. Results National LLC	11/18/2016
2017	txedc	4:2017cv00289	Schopp v. The Right Choice Heating & Air, Inc.	4/28/2017
2017	txedc	4:2017cv00350	Morris v. Hornet Corporation	5/23/2017
2018	txedc	4:2018cv00160	Schopp v. Green NRG Group, Inc.	3/8/2018
2018	txedc	4:2018cv00167	Schopp v. MFS Global Inc.	3/11/2018
2018	txedc	4:2018cv00720	Morris v. Key Insurance Advisors LLC	10/10/2018
2019	txedc	4:2019cv00097	Schopp v. Venture 475, LLC	2/7/2019
2020	txedc	4:2020cv00868	Schopp v. Quick Capital Funding, LLC	11/6/2020
2021	txedc	4:2021cv00160	Stafford v. The Right Choice Heating & Air, Inc. et al	2/25/2021

Year	Court	Case Number	Title	Date Filed
2021	txedc	4:2021cv00184	Stafford v. Livefree Emergency Response, Inc.	3/7/2021
2022	txedc	4:2022cv00878	McCormick v. ICE Enterprises, Inc.	10/14/2022
2022	txedc	4:2022cv01024	Stafford v. Noatmeals, LLC	12/1/2022
2022	txedc	4:2022cv01061	Busbee v. Benson et al	12/20/2022
2023	txedc	4:2023cv00130	Stafford v. Ocampos et al	2/19/2023
2023	txedc	4:2023cv00568	Schopp v. National Debt Relief, LLC	6/19/2023
2023	txedc	4:2023cv00851	Stafford v. Heritage Hard Assets LLC	9/25/2023
2016	txndc	3:2016cv02204	Harrington v. Portfolio Recovery Associates LLC	7/29/2016
2016	txndc	3:2016cv02404	Terrell v. Portfolio Recovery Associates LLC	8/18/2016
2017	txndc	3:2017cv00889	Zamora v. ProCollect Inc	3/29/2017
2023	txndc	4:2023cv00246	Starling v. Comfort Experts, Inc. et al	3/10/2023
2022	txndc	4:2022cv00780	Tiefenthaler v. USHealth Advisors, LLC	9/1/2022
2021	txndc	3:2021cv00692	Clewett v. TXU Energy Retail Company LLC	3/24/2021
2021	txndc	3:2021cv00818	Starling v. KeyCity Capital LLC	4/9/2021
2021	txndc	3:2021cv01874	Noviello v. United Debt Settlement	8/11/2021
2021	txndc	3:2021cv02091	Powers et al v. One Technologies LLC	9/1/2021
2021	txndc	4:2021cv01261	Starling v. J Wales Home Solutions LLC	11/12/2021
2021	txndc	4:2021cv01274	Hoy v. Online Insurance Solutions LLC	11/17/2021
2022	txndc	3:2022cv00074	Pavelka et al v. Pelican Investment Holdings Group, LLC et al	1/13/2022
2022	txndc	3:2022cv00890	Barack et al v. NP Home Buyers LLC	4/20/2022
2022	txndc	3:2022cv02406	Starling v. Roofing Masters Network, LLC et al	10/27/2022
2022	txndc	3:2022cv02684	Pinn v. Xponential Fitness Inc	12/1/2022
2022	txndc	3:2022cv02819	Pavelka v. Storm Assessment Group et al	12/16/2022
2023	txndc	4:2023cv00101	Walters v. PPB OPCO, LLC	2/2/2023
2023	txndc	3:2023cv00145	Katz v. Caliber Home Loans, Inc.	1/19/2023
2023	txndc	3:2023cv01278	Mitchell v. Toyota of Dallas	6/6/2023
2023	txndc	4:2023cv00615	Barack et al v. Bankroll Capital, Inc.	6/16/2023
2023	txndc	3:2023cv01366	Hunsinger v. Smart Start Real Estate Corporation	6/19/2023
2023	txndc	3:2023cv01367	Hunsinger v. Provide Media Inc	6/19/2023
2023	txndc	4:2023cv00655	Starling v. Fast Business Financial, LLC	6/27/2023
2023	txndc	3:2023cv01540	Pinn v. Cyclebar Franchising LLC	7/7/2023
2023	txndc	3:2023cv01831	Laccinole v. Wood et al	8/16/2023
2024	txndc	3:2024cv00046	Harrington v. Portfolio Recovery Associates LLC	1/8/2024
2024	txndc	3:2024cv00047	Terrell v. Portfolio Recovery Associates LLC	1/8/2024
2024	txndc	3:2024cv00202	Beckwith v. Matrix Warranty Solutions Inc	1/26/2024
2024	txndc	3:2024cv00264	Barack v. MTX Realty, LLC et al	2/2/2024
2024	txndc	3:2024cv01035	Starling v. American Select Partners LLC	4/29/2024

Year	Court	Case Number	Title	Date Filed
2024	txndc	4:2024cv00410	Starling v. Doe Corporation Utilizing Telephone Numbers (877) 839-3536 and (833) 562-0947	5/8/2024
2024	txndc	4:2024cv00364	Busbee v. ServiceToday!	4/23/2024
2024	txndc	3:2024cv01115	Haygood v. Midland Credit Management Inc	5/9/2024
2024	txndc	3:2024cv01304	Cotton v. Portfolio Recovery Associates LLC et al	5/29/2024
2024	txndc	4:2024cv00657	Hartman v. Lennar Corporation	7/15/2024
2024	txndc	3:2024cv01938	McGee v. Recovery Priority LLC et al	7/30/2024
2023	txsdc	4:2023cv01499	Siringi v. Parkway Family Mazda/Kia	4/21/2023
2019	txsdc	4:2019cv01622	Johnson v. Conn Appliances, Inc.	5/2/2019
2021	txsdc	4:2021cv02137	Clewett v. Akla Mist Premier Inc.	6/30/2021
2022	txsdc	4:2022cv03993	Clewett v. Benefytt Technologies, Inc. et al	11/16/2022
2023	txsdc	4:2023cv02890	Estrada v. American Police Officers Alliance	8/7/2023
2023	txsdc	4:2023cv04461	Clewett v. Coverage One Insurance Group, LLC	11/28/2023
2024	txsdc	4:2024cv03008	Siringi v. God is Dope, LLC	8/12/2024
2018	txwdc	5:2018cv00243	William Bell v. Portfolio Recovery Associates, LLC	3/13/2018
2022	txwdc	3:2022cv00049	Callier v. Caliber Home Loans, Inc.	2/7/2022
2022	txwdc	3:2022cv00301	Callier v. PAC WESTERN FINANCIAL LLC et al	8/26/2022
2023	txwdc	3:2023cv00310	Guadian v. Americor Funding LLC et al	8/18/2023
2024	txwdc	1:2024cv00356	Doughty v. Allstate Insurance Company et al	4/4/2024
2024	txwdc	1:2024cv00437	Richardson, III v. Third Coast Auto Group, LP	4/23/2024

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2 Nevada Bar No. 3786
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5 Las Vegas, Nevada 89101
6 Telephone: (702) 228-4777
7 Facsimile: (702) 943-7520
8 cperry@craigperry.com

9 Chris R. Miltenberger, Esquire
10 The Law Office of Chris R. Miltenberger, PLLC
11 1360 N. White Chapel, Suite 200
12 Southlake, Texas 76092-4322
13 817-416-5060 (office)
14 817-416-5062 (fax)
15 chris@crmlawpractice.com
16 *Pro Hac Vice*

17 Max S. Morgan, Esquire
18 **THE WEITZ FIRM, LLC**
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20 Philadelphia, PA 19102
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24 eric.weitz@theweitzfirm.com
25 *Pro Hac Vice*

26 UNITED STATES DISTRICT COURT
27 DISTRICT OF NEVADA

28 STEPHAN CAMPBELL, *on behalf of*
himself and all others similarly situated,

Plaintiff,

v.

EVERYTHING BREAKS, INC.,

Defendant.

Case No.: 2:23-cv-00861-GMN-EJY

**DECLARATION OF CRAIG K.
PERRY IN SUPPOFT OF
PRELIMINARY APPROVAL OF
CLASS SETTELEMNT**

1 has included primarily TCPA (Telephone Consumer Protection Act) cases and
2 FCRA (Fair Credit Reporting Act) cases. I have also focused a large part of my
3 career to representing primarily individuals in my practice, including the area of
4 consumer, class-action litigation. I have also served as local counsel on non-class
5 action cases in court. In the past, and on an infrequent basis, I also represent clients
6 from time to time in criminal law (misdemeanor) cases in state court. I am a 1988
7 graduate of Brigham Young University's J. Reuben Clark Law School and obtained
8 my Bachelor of Science in Accounting prior to attending law school, also from
9 Brigham Young University in 1985.
10
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12

13 4. A copy of my resume is attached as **Exhibit A**.

14
15 5. I am an active member of the National Association of Consumer
16 Advocates ("NACA").
17

18 6. I have acted as local counsel in a number of TCPA class-action lawsuits.

19 7. I have been involved in approximately 49 lawsuits in the U.S. District
20 Court of Nevada. A list of those cases is attached as **Exhibit B**. Of those cases on
21 this exhibit, marked in yellow are the TCPA cases, dating back to 2012, for a total
22 of 27. Of that number, 10 were filed as class action lawsuits where I served or am
23 currently serving as local counsel, the first class action case dating back to 2014;
24 six of these class action lawsuits for which I am local counsel are currently active.
25
26
27
28

1 8. I am ready, willing, and able to represent the proposed Classes in this
2 case. I am committed to doing so. I am not aware of any conflict or any other reason
3 that would impede me from representing the proposed Classes.
4

5 9. I am prepared to and capable of contributing to the financial assistance
6 to prosecute this case as a class action.
7

8 14. Upon information and belief, I have confidence that the proposed class
9 representative, Stephan Campbell, will be loyal to the class. He has and will
10 continue actively participating in the prosecution of this case.
11

12 15. Based on the risks associated with the claims in this case, I hold the
13 view that the overall settlement is fair and reasonable to the classes.
14

15 16. The participating class members are estimated to receive amounts that
16 favorably compare to figures in other approved settlements.
17

18 17. The settlement, if approved, provides substantial cash to the class
19 members.
20

21 18. Thus, the settlement constitutes an objectively favorable result and
22 outweighs the mere possibility of future relief after protracted litigation.
23

24 19. Based upon my experience of 34 years of litigating state and federal
25 cases, this is a fair and reasonable settlement. Thus, I respectfully ask that the
26
27
28

1 agreement reached by the parties be approved by the Court, and that the Parties'
2 Joint Motion for Preliminary Approval be granted.

3
4 20. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that
5 the foregoing is true and correct.

6 Dated: December 9, 2024

7
8 /s/ Craig K. Perry
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Exhibit A

to

Declaration of Perry

CRAIG K. PERRY

2300 WEST SAHARA AVENUE, SUITE 800 • LAS VEGAS, NEVADA 89102
(702) 228-4777 • CPERRY@CRAIGPERRY.COM

Law Firm Affiliations

CRAIG K. PERRY & ASSOCIATES	2004 to Present
• Founder	
GLEN J. LERNER & ASSOCIATES	1999-2004
• Associate	
EDWARD M. BERNSTEIN & ASSOCIATES	1999-2001
• Associate	
CRAIG K. PERRY & ASSOCIATES	1996-1999
• Founder	
SGRO & PERRY LTD	1991-1996
• Co-Founder	
• Partner	
BARKER, GILLOCK, KONING, BROWN & EARLEY	1989-1991
• Associate	

Primary Areas of Current Law Practice

- Representing medical practitioners before the Nevada State Board of Nursing, Nevada State Board of Pharmacy, and the Board of Medical Examiners
- Representing medical providers to obtain payment for medical services provided from responsible insurance companies
- Representing consumers whose rights have been violated under the TCPA (Telephone Consumer Protection Act) or FCRA (Fair Credit Reporting Act), individual and class action lawsuits
- Representing injured parties in accident cases

Education

Juris Doctorate, J. Reuben Clark Law School, Brigham Young University	1989
Bachelor of Science, Accounting, Brigham Young University	1985

Active Memberships

- State Bar of Nevada, Member

- United States District Court of Nevada, Member
- American Bar Association, Member
- National Association of Consumer Advocates, Member
- Administrative Law Executive Committee Member, Nevada State Bar

Past Memberships and Legal Experience

- Business Law Teacher (Part-time), Clark County Community College 1991-1992
- Eleventh Circuit Court of Appeals (Admitted 2/18/2015)

Exhibit B

to

Declaration of Perry

Select A Case

Craig K. Perry is an attorney in 51 cases.

<u>2:06-cv-01138-NA-NA</u>	NOT USED	filed 09/12/06	closed 09/12/06
<u>2:06-cv-01139-PMP-PAL</u>	Morris et al v. Gringas et al	filed 09/14/06	closed 05/30/07
<u>2:06-mj-00107-RJJ-RJJ-1</u>	Francisco J Leon	filed 02/27/06	closed 10/11/06
<u>2:07-cv-00195-RCJ-PAL</u>	McAlister et al v. Allstate Insurance Company	filed 02/15/07	closed 09/05/07
<u>2:07-cv-01333-RLH-RJJ</u>	Diaz v. Fidencio Rivera, et al.	filed 10/02/07	closed 03/20/08
<u>2:08-cv-00178-NA-NA</u>	NOT USED	filed 02/11/08	closed 02/11/08
<u>2:08-cv-00228-PMP-RJJ</u>	Deal v. Hughes	filed 02/22/08	closed 01/02/09
<u>2:10-cv-00270-RCJ-LRL</u>	Tullis v. City Of Henderson et al	filed 02/25/10	closed 03/30/10
<u>2:12-cv-01317-JCM-PAL</u>	Spencer vs Diversified Adjustment Service, Inc.	filed 07/26/12	closed 07/31/13
<u>2:13-cr-00346-APG-EJY-1</u>	Kelly Carn	filed 09/04/13	closed 12/06/16
<u>2:13-cv-00206-JAD-CWH</u>	Spencer v. ATG Credit LLC	filed 02/07/13	closed 09/03/13
<u>2:13-cv-00432-RFB-GWF</u>	Guerrero-Madrid v. Federal Home Loan Mortgage Corporation et al	filed 03/14/13	closed 07/13/15

<u>2:13-cv-01232-MMD-PAL</u>	Lopez v. U.S. Bank National Association	filed 07/11/13 closed 07/22/14
* <u>2:14-cv-01136-APG-PAL</u>	Spencer v. AT&T Digital Life, Inc. <i>CLASS ACTION</i>	filed 07/10/14 closed 05/06/16
<u>2:14-cv-01138-APG-CWH</u>	Spencer v. LTD Financial Services, L.P.	filed 07/11/14 closed 11/19/14
<u>2:14-cv-01146-JCM-NJK</u>	Lam v. State Farm Mutual Automobile Insurance Company	filed 07/11/14 closed 08/19/14
<u>2:14-cv-01217-MMD-PAL</u>	Spencer v. Portfolio Recovery Associates, LLC	filed 07/25/14 closed 08/20/14
<u>2:14-cv-01226-APG-CWH</u>	Spencer v. Midland Credit Management, Inc.	filed 07/28/14 closed 08/12/14
* <u>2:14-cv-01646-RFB-DJA</u>	Spencer v. Kohl's Department Stores, Inc. <i>CLASS ACTION</i>	filed 10/07/14 closed 02/25/20
<u>2:14-cv-01648-LDG-GWF</u>	Spencer v. Wells Fargo Bank, N.A.	filed 10/07/14 closed 05/08/15
<u>2:14-cv-01833-MMD-GWF</u>	Spencer v MRS BPO, LLC	filed 11/03/14 closed 04/07/15
<u>2:14-cv-01844-RFB-NJK</u>	Spencer v. Midland Credit Management, Inc.	filed 11/04/14 closed 11/17/14
<u>2:14-cv-01863-RFB-CWH</u>	Spencer v. Collection Bureau of America, Ltd	filed 11/06/14 closed 04/24/15
<u>2:14-cv-01880-RFB-VCF</u>	Spencer v. Bluestem Brands, Inc.	filed 11/10/14 closed 03/26/15
<u>2:14-cv-01914-RFB-PAL</u>	Spencer v. Security Finance Corporation of Nevada	filed 11/17/14 closed 04/06/15
<u>2:14-cv-02051-JAD-NJK</u>	Spencer v. Nationwide Credit, Inc.	filed 12/08/14 closed 03/30/15

<u>2:15-cv-01784-JAD-PAL</u>	Earl v. Client Services of Missouri	filed 09/16/15	closed 10/16/15
<u>2:16-cv-01456-JCM-CWH</u>	Rapp v. Experian Info., et al	filed 06/21/16	closed 02/12/18
<u>2:16-cv-02030-JCM-GWF</u>	White v. Richland Holdings, Inc.	filed 08/26/16	closed 10/01/16
<u>2:17-cv-00578-MMD-VCF</u>	Matamoros et al. v. General Motors, LLC	filed 02/23/17	closed 07/16/18
<u>2:17-cv-02214-APG-NJK</u>	Estrada v. FFS, Inc.	filed 08/21/17	closed 11/30/17
<u>2:17-cv-02477-APG-NJK</u>	Spencer v. Praxis Financial Solutions, Inc.	filed 09/22/17	closed 08/23/18
<u>2:17-cv-02744-APG-CWH</u>	Spencer v. American Express Company	filed 10/31/17	closed 03/13/18
<u>2:17-cv-02984-KJD-CWH</u>	Carson v. Walgreen Co. et al	filed 12/01/17	closed 01/19/18
<u>2:18-cv-00191-JCM-EJY</u>	Garcia, Jr. v. Credit One Bank, N.A.	filed 02/02/18	closed 07/31/20
<u>2:18-cv-00286-GMN-GWF</u>	Manassis v. Midland Credit Management, Inc. et al	filed 02/15/18	closed 11/02/18
<u>2:18-cv-01552-JAD-DJA</u>	Ortega v. Credit One Bank, et al	filed 08/17/18	closed 05/16/23
<u>2:18-cv-01949-KJD-EJY</u>	Shiu v. Equifax Information Services LLC	filed 10/10/18	closed 11/21/19
<u>2:19-cv-01194-GMN-NJK</u>	Minnick v. Equifax Information Services LLC et al	filed 07/09/19	closed 09/27/19
<u>2:21-mj-00540-BNW-1</u>	Arzu Schwartz	filed 06/22/21	closed 04/28/22

X <u>2:23-cv-00861-GMN-EJY</u>	Campbell v. Everything Breaks, Inc. <i>CLASS ACTION</i>	filed 06/01/23
X <u>2:23-cv-00920-APG-DJA</u>	Garvey v. Keller Williams Realty, Inc. et al <i>CLASS ACTION</i>	filed 06/12/23
<u>2:24-cv-00085-MMD-BNW</u>	Spencer v. Portfolio Recovery Associates, LLC	filed 01/10/24 closed 03/11/24
X <u>2:24-cv-00277-JAD-MDC</u>	Logan v. Desert Sales Academy, Inc. <i>CLASS ACTION</i>	filed 02/08/24
X <u>2:24-cv-01571-RFB-EJY</u>	Robertson v. American Home Shield Corporation <i>CLASS ACTION</i>	filed 08/26/24 closed 11/20/24
X <u>2:24-cv-01572-JAD-DJA</u>	Robertson v. Vivint Smart Home, Inc <i>CLASS ACTION</i>	filed 08/26/24
X <u>2:24-cv-01804-CDS-MDC</u>	Carrodine v. Rhbrrei, LLC <i>CLASS ACTION</i>	filed 09/25/24 closed 10/24/24
X <u>2:24-cv-01900-JAD-NJK</u>	Carrodine v. Accident, LLC <i>CLASS ACTION</i>	filed 10/11/24
X <u>2:24-cv-02007-APG-NJK</u>	Carrodine v. Travel Club Enterprises, LLC <i>CLASS ACTION</i>	filed 10/24/24
<u>2:99-cv-00369-RLH-RJJ</u>	JOSEPH CLINGER V. DESERT INVESTMENT CORP.	filed 03/29/99 closed 09/16/02
<u>2:99-cv-00535-PMP-RJJ</u>	CARIN RUTH PFUHL V. CHASE MANHATTAN MORTGAGE	filed 05/03/99 closed 02/28/01



UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

STEPHAN CAMPBELL, *on behalf of himself
and all others similarly situated,*

Plaintiff,

v.

EVERYTHING BREAKS, INC.,

Defendant.

Case No.: 2:23-cv-00861-GMN-EJY

**[PROPOSED] ORDER CONDITIONALLY CERTIFYING CLASS
AND PRELIMINARILY APPROVING SETTLEMENT**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval (the “Motion”) of the proposed class action settlement (the “Settlement”) of the above-captioned case. Based on this Court’s review of the Motion, the Parties’ Settlement Agreement and Release [ECF No. ___] (the “Agreement”), all other matters in the record and the supporting memorandum of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Settlement Class with respect to the matters ordered herein.
3. Scope of Settlement. The Agreement resolves all released claims alleged in the Action and related thereto, as set forth in greater detail in the Agreement.
4. Preliminary Approval of Proposed Agreement. Pursuant to Rule 23(e)(1)(B), the Court has reviewed the Settlement as set forth in the Agreement and finds that the Court will likely be able to approve the Settlement pursuant to the standards set forth in Rule 23(e)(2) and will likely be able to certify the class for purposes of a judgment on the Settlement because: (a)

the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) with respect to the forms of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration (Exs. 2, 3, 4, 5 to the Agreement), that notice is appropriate and warranted, meets the requirements of Rule 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons and entities entitled to the notice.

5. Therefore, the Court grants preliminary approval of the Settlement, and directs notice to be given as set forth herein.

6. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant, through a settlement administrator, will cause to be served written notice of the proposed class settlement on the United States Attorney General and the Attorneys General of each state in which any member of the Settlement Class resides.

7. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class: "All persons in the United States who, during the Class Period, (1) received two or more telephone solicitation calls made by or on behalf of Defendant, (2) on a telephone number that appears on the National Do Not Call Registry for at least 31 days at the time of the calls, (3) where the telephone number appears on EBI_000029 or EBI_000030 and was obtained by Defendant in the same manner Defendant obtained Plaintiff's telephone number." Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

8. In connection with this conditional certification, the Court makes the following preliminary findings:

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) Plaintiff's claims appear to be typical of the claims being resolved through the Settlement;

(d) Plaintiff appears to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Agreement is fair, reasonable and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of the Settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

9. Class Representative. The Court appoints Plaintiff to act as class representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

10. Class Counsel. The Court hereby appoints The Weitz Firm, LLC, The Law Office of Chris R. Miltenberger, PLLC and Craig K. Perry & Associates as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

11. Settlement Administrator. Verita Global, LLC is hereby appointed as the

Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator as set forth in the Agreement and this Order.

12. Class Notice. The Court approves the proposed plan for giving notice to the Settlement Class directly (using e-mail and post cards) and through a publication/media program and establishment of a Settlement Website, as more fully described in Plaintiff's Motion and the Agreement ("Notice Plan"). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitutes the best notice practicable under the circumstances. The Court additionally finds that the proposed notices are clearly designed to advise the members of the Settlement Class of their rights. The Court hereby directs the Parties and the Settlement Administrator to cause notice to issue on or before _____, 2024 ("Notice Deadline") and in accordance with the terms of the Settlement Agreement. Notwithstanding anything else in the Notice Plan, the Settlement Website shall be established not later than 45 days after entry of this Preliminary Approval Order.

13. The Settlement Administrator will file with the Court by no later than _____, _____, **2024**, proof that notice was provided in accordance with the Agreement and this Order.

14. Final Approval Hearing. At ____:____ AM on _____, _____, **202__**, at the United States Courthouse, 333 Las Vegas Blvd South, Las Vegas, NV 89101, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied in the Agreement should be granted, and (b) Class Counsel's application for attorneys' fees and expenses, and service awards to Plaintiff, should be

granted, and in what amount. No later than thirty (30) days after the Notice Deadline, Plaintiff must file papers in support of Class Counsel's application for attorneys' fees and expenses and the service awards to Plaintiff. No later than fourteen (14) days prior to the Final Approval Hearing, papers in support of final approval of the Settlement and response to any written objections must be filed.

15. Opt-Out and Objection Deadline. Persons in the Settlement Class who wish to either object to the Settlement or request exclusion from the Settlement Class must do so by _____ ____, 202___. Persons in the Settlement Class may not both object and opt-out. If a person both requests to opt-out and objects, the request to opt-out will control. However, if a class member objects and, after the objection is resolved, seeks to opt-out, the Court may permit withdrawal in the exercise of its discretion.

16. Exclusion from the Settlement Class. To request exclusion from the Settlement Class, a person in the Settlement Class must follow the directions in the Class Notice and send a compliant request to the Settlement Administrator at the address designated in the Class Notice by the Opt-Out and Objection Deadline. Exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; (c) include the telephone number called by Everything Breaks demonstrating that the person is a member of the class; and (d) include the following statement, or a statement materially similar to: "I request to be excluded from the settlement in the Campbell action." No request for exclusion will be valid unless all of the foregoing information is included or the Court finds the exclusion to be valid in the exercise of its discretion for good cause shown. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not

limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

17. The Settlement Administrator will retain a copy of all requests for exclusion. Not later than _____, 202__, 14 days prior to the Final Fairness Hearing, the Settlement Administrator will file under seal with the Court a declaration that lists all of the exclusion requests received.

18. If a timely and valid exclusion request is made by a person in the Settlement Class, then the Agreement and any determinations and judgments concerning the Settlement will not bind the excluded person.

19. All non-excluded Settlement Class Members will be bound by all determinations and judgments concerning the Settlement.

20. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions below and in the Class Notice and file a written objection with the Court (sending a copy to counsel as set forth below). Delivery to counsel may be accomplished either by mail or email to each of the following, postmarked or sent no later than the last day to file the objection: Class Counsel – Max S. Morgan, 1515 Market Street, #1100, Philadelphia, PA 19102, max.morgan@theweitzfirm.com, and to Everything Breaks' Counsel – Sean P. Flynn, GORDON REES SCULLY MANSUKHANI, 1 East Liberty Street, Suite 424, Reno, NV 89501, sflynn@grsm.com. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the cellular telephone number called; (b) include a statement of such Settlement Class Member's specific objections; (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider;

and (d) if the Settlement Class Member is represented by an attorney, list all other cases in which the Settlement Class Member has filed an objection. The Court may, in its discretion, not consider an objection unless the objection includes all of the foregoing information.

21. Unless otherwise permitted by the Court in its discretion for good cause shown, any Settlement Class Member who fails to comply with Paragraph 20 will not be permitted to object to the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement by appeal or other means, will be deemed to have waived his, her or its objections, and will be forever barred from making any objections in the Actions or any other related action or proceeding. All Settlement Class Members will be bound by all determinations and judgments in the Actions, whether favorable or unfavorable to the Settlement Class.

22. For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address, telephone number and last name except first letter of last name in order to protect the objector's privacy. The objector's first name and city, state and zip code, as well as the objection, will not be redacted.

23. All Settlement Class Members who wish to receive a Settlement Award must submit a claim not later than _____, _____, 202__, which is 75 calendar days after the Notice Deadline, in the manner set forth in the Settlement Agreement and the Notice Program.

24. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Actions are stayed.

25. Pending the final determination of whether the Settlement should be approved, Plaintiff and all persons in the Settlement Class are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing or prosecuting, either directly or indirectly, any Released Claims

in any judicial, administrative, arbitral or other forum, against any of the Released Parties. Such injunction will remain in force until the Court enters the Final Approval Order or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any person in the Settlement Class, or any person actually or purportedly acting on behalf of any such person (s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to any person who requests exclusion from the Settlement.

26. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Actions will return to the status quo as it existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Actions or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Everything Breaks or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Actions or in any other proceeding.

27. In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason, any money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with the Agreement, shall be returned to Everything Breaks

within fifteen (15) calendar days of the event that causes the Agreement to not become effective.

28. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by Everything Breaks, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Actions or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of the Agreement, this Order and the Final Approval Order.

29. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class.

30. Schedule of Future Events. Accordingly, the following are the deadlines by which certain events must occur:

Date	Deadline
[45 days after the date of this order]	Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline)

[30 days after Notice Deadline]	Deadline for filing of Plaintiff’s Motion for Attorneys’ Fees and Costs and Service Awards
[60 days after Notice Deadline]	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline)
[75 days after Notice Deadline]	Deadline for Settlement Class Members to Submit a Claim Form (Claim Deadline)
[14 days before Final Approval Hearing]	Deadline for Parties to file the following: (1) List of persons who made timely and proper requests for exclusion (under seal); and (2) Motion and memorandum in support of final approval, including responses to any objections.
[No earlier than 30 days after the Opt-Out and Objection deadline]	Final Approval Hearing

SO ORDERED.

Dated this ____ day of _____ 2024__

 United States District Court