

YOUR OPTIONS	
Option 1: Submit a Claim Form Deadline: April 9, 2025	Complete and submit a Claim Form and receive a share of the settlement fund. If you submit a valid Claim Form by April 9, 2025, you will receive a share of the settlement fund after fees and expenses are deducted (estimated to be between \$36 and \$144, 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.CampbellTCPASettlement.com .
Option 2: Ask to be Excluded (Opt Out) Deadline: March 25, 2025	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: March 25, 2025	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 June 4, 2025 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 claim(s) you have against Everything Breaks and other released parties.

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 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 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 \$36 and \$144. 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* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132 postmarked by April 9, 2025. Or you must submit a valid claim through www.CampbellTCPASettlement.com by April 9, 2025.

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, www.CampbellTCPASettlement.com, 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 Settlement Administrator at the following address, postmarked by March 25, 2025:

Campbell v. Everything Breaks Settlement Administrator
ATTN: EXCLUSION REQUEST
P.O. Box 301132
Los Angeles, CA 90030-1132

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 June 4, 2025, at 9:00 a.m. 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, www.CampbellTCPASettlement.com, 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 March 25, 2025, 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 March 25, 2025. 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, NV 89136

The Law Office of Chris R. Miltenberger, PLLC
Chris R. Miltenberger, Esquire
1360 N. White Chapel, Suite 200
Southlake, TX 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 www.CampbellTCPASettlement.com, 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 Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132
Telephone: 1-888-726-1345

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.