

EXHIBIT A

This Settlement Agreement and Release is entered into between and among Plaintiff Rashad Walston, on behalf of himself and all Settlement Class Members as defined herein, on the one hand, and Defendant National Retail Solutions, Inc. on the other (“NRS”) (collectively “Parties” or “Settling Parties”).

1. RECITALS

WHEREAS, on January 3, 2024, Plaintiff Rashad Walston filed a putative class action suit against NRS in the Northern District of Illinois, captioned *Rashad Walston v. National Retail Solutions, Inc. d/b/a NRS Pay*, 24-cv-00083 (“Federal Court Proceeding”);

WHEREAS, the Federal Court Proceeding is comprised of the Parties and claims alleged or that could have been alleged regarding NRS’ purported violations of the Telephone Consumer Protection Act (“TCPA”) and other federal and state laws (the “Litigation”);

WHEREAS, Plaintiff has asserted statutory and injunctive claims, on his own behalf and on behalf of a Class of persons similarly situated, seeking monetary damages and other relief on behalf of persons who allegedly received telemarketing ringless voicemail messages from or on behalf of Defendant without their consent;

WHEREAS, NRS denies all allegations of wrongful conduct and damages, denies liability to Plaintiff or the classes, asserts that its conduct and

practices are lawful and proper, and asserts numerous procedural and substantive defenses to Plaintiff and the classes' claims.

WHEREAS, the Parties have engaged in extensive arm's length negotiations concerning the claims alleged, the defenses presented, and the potential risk and uncertain outcomes of continued litigation for all Parties, as part of a mediation conducted by the Honorable Freda L. Wolfson (Ret.), who possesses extensive experience in dispute resolution.

WHEREAS, Plaintiff has conducted a thorough investigation of the facts and claims alleged herein through litigation and discovery and as part of the settlement process and has taken into account the sharply contested issues involved in this litigation, the risks and costs of continued litigation, intervening changes in the law, the uncertain outcomes of continued litigation and attendant appeals, and the substantial relief to be provided to the Settlement Class (defined below) pursuant to this Settlement Agreement. Plaintiff believes a settlement on the terms set forth in this Settlement Agreement is fair, equitable, and in the best interests of the Settlement Class, and has thus agreed to settle this Litigation on the terms set forth herein as reached with the assistance of Judge Wolfson.

WHEREAS, NRS, though expressly disclaiming any liability or wrongful conduct to the Plaintiff and to the Settlement Class, but nonetheless recognizing the uncertainty of continued litigation and appeals, desires to

resolve this Litigation to avoid further expense, to eliminate risk, and to resolve all claims brought by Plaintiff on his own behalf and on behalf of the Settlement Class on the terms set forth in this Settlement Agreement, as reached with the assistance of Judge Wolfson, and have thus agreed to settle this Litigation.

WHEREAS, NRS, in exchange for a Release (defined below), has agreed to make available up to \$6,510,240.00 to cover Approved Claims (defined below), as well as the costs of notice, administration, attorneys' fees, costs, incentive awards, and other routine or expected costs of administering the Settlement.

WHEREAS, each Approved Claimant will receive \$135, except in circumstances where the total amount of payments to Approved Claimants plus the total amount made available for non-claim payments exceeds the Settlement Amount, in which case Approved Claimants will receive a *pro rata* share of the Settlement Amount remaining after subtracting non-claim payments.

WHEREAS, the Parties stipulate that upon execution of this Settlement Agreement, the Parties will jointly seek dismissal of the federal court action under Fed. R. Civ. P. 41(a)(1)(A)(ii), with the intent that Plaintiff re-file the case and seek settlement approval in an appropriate Illinois state court of Plaintiff's choosing.

WHEREAS, this Settlement Agreement shall not be offered or received into evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Litigation shall be settled, compromised, and/or dismissed on the merits and with prejudice on the terms and conditions of this Agreement after a hearing and on finding that it is fair, reasonable and adequate settlement.

2. DEFINITIONS

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

2.1. “Action” or “Litigation” means the action currently styled as *Rashad Walston v. National Retail Solutions, Inc. d/b/a NRS Pay*, Case No. 24-cv-00083, U.S. District Court for the Northern District of Illinois, and shall additionally include the subsequently filed state court action contemplated by this Settlement.

2.2. “Administrative Expenses” shall mean the costs of administering this Settlement Agreement from the date of execution through the completion of distribution of funds to the Settlement Class, including all amounts paid to

the Settlement Administrator, all costs of notice, and all costs of allocation and distribution of funds.

2.3. “Approved Claim” means a Claim submitted by a Settlement Class Member for a Cash Award that is timely and submitted in accordance with the terms of this Settlement Agreement.

2.4. “Approved Claimant” means a Settlement Class Member who submits an Approved Claim;

2.5. “Assignment Agreement(s)” shall have the meaning ascribed to it in Section 15.2 of this Agreement.

2.6. “Attorneys’ Fees and Costs” means such funds as may be awarded to Class Counsel by the Court for attorneys’ fees and costs incurred by Plaintiff or Class Counsel in connection with the Litigation and Settlement.

2.7. “Cash Award” means payment to an Approved Claimant in the amount described in Sections 4.1.1 and 4.1.2.

2.8. “Claim” means a written request for Settlement Relief submitted by a Settlement Class Member to the Settlement Administrator, pursuant to the Claim Form in a form substantially similar to the documents attached as **Exhibit 1 and Exhibit 2** to this Settlement Agreement or in the form as ultimately approved by the Court.

2.9. “Claim Form” means a set of documents in a form substantially similar to **Exhibits 1 and 2** attached to this Settlement Agreement, or in the form as ultimately approved by the Court.

2.10. “Class Counsel” means Jeremy Glapion of Glapion Law Firm.

2.11. “Class Notice” means the program of notice described in Section 6 of this Settlement Agreement to be provided to potential Settlement Class Members, including the Postcard Notice, Email Notice, Publication Notice, and Website Notice on the Settlement Website, which will notify potential Settlement Class Members about, among other things, their rights to opt out or object to the Settlement, the preliminary approval of the Settlement, the manner and timeframe by which to submit a Claim, and the scheduling of the Final Approval Hearing.

2.12. “Class Period” means January 8, 2020 through the date of Final Approval.

2.13. “Class Representative” means Plaintiff Rashad Walston.

2.14. “Cost Cap” shall have the meaning ascribed to it in Section 15.1 of this Agreement.

2.15. “Court” means the court to which this Settlement Agreement is submitted for approval.

2.16. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of

the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

2.17. “Deadlines.” As used herein, the Parties agree to the following deadlines, subject to Court approval:

2.17.1. “Notice Deadline” means the last day for the Settlement Administrator to send Postcard Notice and Email Notice to potential Settlement Class Members, and issue any Publication Notice. This shall be no later than thirty (30) Days after the Court’s Preliminary Approval Order, such date being subject to approval or modification by the Court.

2.17.2. “Fee Motion Deadline” means the last day for Plaintiff to file a motion for an award of Attorneys’ Fees and Costs and a Service Award. The Fee Motion shall be filed twenty-five (25) days after the Notice Deadline, such date being subject to approval or modification by the Court.

2.17.3. “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class Member must be postmarked or submitted electronically, which will be sixty (60) Days after the Notice Deadline, such date being subject to approval or modification

by the Court. All Claims postmarked or submitted electronically at the Settlement Website on or before the Claim Deadline in accordance with the Claim Form shall be timely, and all Claims postmarked or submitted electronically at the Settlement Website after the Claim Deadline shall be untimely and barred from entitlement to any Settlement Relief.

2.17.4. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement in accordance with Section 12 of this Settlement Agreement in order to qualify them to be able to object to the Settlement. The Objection Deadline shall be sixty (60) days after the Notice Deadline, such date being subject to approval or modification by the Court.

2.17.5. “Opt Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be filed in writing with the Settlement Administrator in accordance with Section 11 of this Settlement Agreement in order for a potential Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be sixty (60) Days after the Notice Deadline, such date being subject to approval or modification by the Court.

2.17.6. “Final Approval Motion Deadline” means the date by which Class Counsel shall file the motion seeking final approval of the Settlement.

The Final Approval Motion Deadline shall be thirty (30) Days after the Objection and Opt-Out deadline, such date being subject to approval or modification by the Court.

2.18. “Defense Counsel” means the Michael Grill, Abe Coleman and Cory Eichhorn of the law firm of Holland & Knight.

2.19. “Federal Court Proceeding” means *Rashad Walston v. National Retail Solutions, Inc. d/b/a NRS Pay*, Case No. 24-cv-00083, U.S. District Court for the Northern District of Illinois.

2.20. “Fee Cap” shall have the meaning ascribed to it in Section 15.1 of this Agreement.

2.21. “Final” with respect to the Final Approval Order, the Judgment, and any award of Attorneys’ Fees and Costs means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement (or award of Attorneys’ Fees and Costs) is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Approval Order and/or Judgment is set aside, modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and/or Judgment shall not become Final.

2.22. “Final Approval” means the later date on which (1) the Court enters final judgment, (2) the Court enters final approval of attorneys’ fees and

expenses, and/or (3) all appellate rights with respect to this Settlement Agreement have expired or have been exhausted.

2.23. “Final Approval Order” means the Order Granting Final Approval of Class Action Settlement and Dismissing Class Plaintiff’s Claims, to be entered by the Court pursuant to the Settlement, the effect of which is the dismissal with prejudice of the Litigation and release of claims brought therein by Plaintiff and the Settlement Class.

2.24. “Final Approval Hearing” means the hearing held by the Court to determine whether the terms of this Settlement Agreement are fair, reasonable, and adequate for the Settlement Class as a whole, and whether the Final Approval Order and the Judgment should be entered. The Parties shall seek to have the Final Approval Hearing on a date not earlier than one hundred and twenty (120) Days after the Notice Deadline, such date being subject to approval or modification by the Court.

2.25. “Final Settlement Date” means the earliest date on which both the Final Approval Order and the Judgment are Final (as defined in Section 2.21). If no appeal has been taken from the Final Approval Order or the Judgment, the Final Settlement Date means the day after the last date on which either the Final Approval Order or the Judgment could be appealed. If any appeal has been taken from the Final Approval Order or from the Judgment, the Final Settlement Date means the date on which all appeals of either the Final

Approval Order or the Judgment, including petitions for rehearing, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order and the Judgment.

2.26. “Judgment” means the judgment to be entered by the Court pursuant to Final Approval Order.

2.27. “Non-Claim Payments” means all amounts to be paid by NRS other than Cash Awards.

2.28. “Notice” means as follows:

2.28.1. “Email Notice” means the notice that is emailed by the Settlement Administrator to potential Settlement Class Members, in a form substantially similar to **Exhibit 3** attached to this Settlement Agreement and/or as ultimately approved by the Court.

2.28.2. “Postcard Notice” means the notice that is mailed by the Settlement Administrator to potential Settlement Class Members, in a form substantially similar to **Exhibit 2** attached to this Settlement Agreement and/or as ultimately approved by the Court. The Postcard Notice will be a double postcard that includes a tear-off Claim Form with prepaid postage.

2.28.3. “Publication Notice” means notice of the Settlement made available through acceptable social media and digital advertisements agreed

upon by the Parties, providing basic information about the Settlement and linking to the Settlement Website;

2.28.4. “Website Notice” means the long form notice that is available to Settlement Class Members on the Settlement Website, in a form substantially similar to **Exhibit 4** attached to this Settlement Agreement and/or as ultimately approved by the Court.

2.29. “Notice and Administrative Costs” means all reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, processing claims, escrowing funds, assisting NRS with any legal pre-requisites (such as CAFA notice or any state equivalent, as applicable), and issuing and mailing Settlement Relief.

2.30. “NRS” means National Retail Solutions, Inc.

2.31. “Plaintiff” means Rashad Walston.

2.32. “Preliminary Approval Motion” means Plaintiff’s motion for the Court to approve the Settlement preliminarily and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto.

2.33. “Preliminary Approval Order” means the order entered by the Court that provides for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; preliminary certification of the Settlement Class for settlement purposes only; dissemination of the Class Notice to potential Settlement Class Members; and a finding that the proposed Class Notice is reasonably calculated to apprise potential Settlement Class Members of the material terms of the proposed Settlement, and potential Settlement Class Members’ options and rights with respect thereto.

2.34. “Qualifying Voicemail” means a call attempt shown in the VoiceLogic Campaign Reports with a Response of “Voicemail”.

2.35. “Ringless Voicemail” means an attempt to reach the voicemail system of a telephone number without causing the associated telephone to ring. In addition, a call attempt shown in a VoiceLogic Campaign Report, regardless of the listed response, is a Ringless Voicemail.

2.36. “Release” or “Releases” means the releases of all Released Claims by the Releasing Persons against the Released Persons, as provided for in Section 10 of this Settlement Agreement.

2.37. “Released Claims” means the claims released as provided for in Section 10 of this Settlement Agreement.

2.38. “Released Persons” means: NRS and each of its present or past heirs, executors, estates, administrators, predecessors, successors, assigns,

parent companies, subsidiaries, agents, associates, affiliates, divisions, holding companies, employers, employees, consultants, independent contractors, vendors, board members, owners, shareholders, contractors, subcontractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, and corporations. “Released Persons” also shall include any other persons or entities, not identified above, who, by the express terms of this Agreement, are intended to be released by the Releasing Parties.

2.39. “Releasing Persons” means Plaintiff, all Settlement Class Members, and anyone claiming through them such as heirs, administrators, beneficiaries, successors, immediate family members, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, assigns, and all those who claim through them or on their behalf.

2.40. “Restored Case” shall have the meaning ascribed to it in Section 3.8 of this Agreement.

2.41. “Restoration Election” shall have the meaning ascribed to it in Section 3.8 of this Agreement.

2.42. “Request for Exclusion” means a written request from a potential Settlement Class Member that seeks to exclude the potential Settlement Class

Member from the Settlement Class and that complies with all requirements in Section 11 of this Settlement Agreement.

2.43. “Service Award” means a request for an award of money to Plaintiff for his service to the class, separate from his Cash Award, and is synonymous with the term “Incentive Award”.

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

2.45. “Settlement Administrator” or “Claims Administrator” or “Class Administrator” means Epiq.

2.46. “Settlement Agreement” means this Settlement Agreement and Release, including all exhibits thereto.

2.47. “Settlement Amount” means the total maximum amount of \$6,510,240.00 that Defendant has agreed to make available as described in Sections 4, 5, and 15, to cover any Cash Awards based on Approved Claims only, attorneys’ fees and costs, all notice and administration costs and any Service Award, and other routine or expected costs of administering the Settlement. Defendant is not required to advance the total maximum amount of the Settlement in any escrow or other account. Defendant only agrees, as set forth in Section 4.1.1, to deposit amounts for the Court approved attorneys’ fees and costs, \$135 per Approved Claim, and Service Award upon Final

Approval of the Settlement. Defendant agrees to pay notice and administration costs based on any invoices received from the Settlement Administrator.

2.48. “Settlement Class” or “Class” means the class of persons that will be certified by the Court for settlement purposes only, as more fully described in Section 3.1 herein.

2.49. “Settlement Class Member” means any person who falls within the definition of the Settlement Class and who does not submit a valid Request for Exclusion.

2.50. “Settlement Fund” means an interest-bearing escrow account, qualified settlement fund, or similar vehicle maintained by the Settlement Administrator to hold Attorneys’ Fees and Costs, any Service Award, and Cash Awards based on Approved Claims prior to disbursement.

2.51. “Settlement Relief” means a Cash Award paid to Settlement Class Members who submit Approved Claims, as well as any other direct or indirect benefits or relief called for herein or otherwise ordered by the Court.

2.52. “Settlement Website” means the Internet site created by the Settlement Administrator pursuant to Section 6.5 of this Settlement Agreement, which shall have the Uniform Resource Locator (“URL”) of www.NRSTCPASettlement.com, if available, or another similar mutually agreeable URL, if not.

2.53. “Settling Parties” means, collectively, NRS, Plaintiff Walston, and all Releasing Persons.

2.54. “State Court Proceeding” means the state court action initiated after dismissal of the Federal Court Proceeding for approval, implementation, and finalization of the Settlement.

2.55. “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*

2.56. “Unique Identification Number” means a numeric or alphanumeric code created by the Settlement Administrator and assigned to each Settlement Class Member.

2.57. “VoiceLogic Campaign Reports” means the reports produced from VoiceLogic to Defendant in this matter, as reflected in PacificEast reports, indicating ringless voicemail attempts made during the Class Period, the telephone number(s) to which those attempts were made, the “Response”, the Carrier, and the PST (“Phone Service Type”) field. These 76 reports were most recently collected and produced in the “Walston v. NRS summarization declaration dependent production\Pacific East Reports” subfolder in Plaintiff’s June 5, 2025 production for summary witness, Jonathan Jaffe. The VoiceLogic Campaign Reports should be treated as Confidential Information.

3. CLASS DEFINITION AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT

3.1. The Settling Parties agree to seek certification of the following “Settlement Class”:

Between January 8, 2020 and Final Approval, all persons in the United States who received on their cellular telephone a Ringless Voicemail sent by Defendant using VoiceLogic’s services, or by VoiceLogic at Defendant’s request on Defendant’s behalf.

(“Class”)

3.2. Excluded from the Class are NRS and any entities in which they have a controlling interest; NRS agents and employees; any Judge and Magistrate Judge to whom this action is or was assigned and any member of their staffs and immediate families, any of the Released Persons, Plaintiff’s counsel, their employees, and their immediate family, and any claims for personal injury, wrongful death, and/or emotional distress.

3.3. This Settlement Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below:

3.4. Condition No. 1: State Court. The Parties agree to seek approval of the Settlement and certification of the Settlement Class in an appropriate Illinois state court where venue is proper.

3.4.1. Under no circumstances will NRS use the dismissal of the Federal Court Proceeding, or the time between dismissal of the Federal Court Proceeding and refileing in state court, to support, make, or raise any argument

or defense regarding timeliness of Plaintiff's or Settlement Class Members' claims.

3.4.2. In the Federal Court Proceeding, Defendant also agrees to waive the costs provision of Rule 41(d), or any similar rule, law, or principle that might allow the recovery of costs with respect to the voluntary dismissal of the Federal Court Proceeding. .

3.5. Condition No. 2: Court Approval. The Settlement must be approved by the Court in accordance with the following steps:

3.5.1. Application for Preliminary Approval of Proposed Settlement, Class Certification, and Class Notice. After good-faith consultation with Defense Counsel, Class Counsel will present a Preliminary Approval Motion to the Court. The Preliminary Approval Motion shall include Class Notice, in forms substantially similar to **Exhibits 1 through 4** attached hereto. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order.

3.5.2. Settlement Class Conditional Certification. Solely for the purposes of settlement, providing Class Notice, and implementing this Settlement Agreement, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant's conditional agreement is contingent on (i) the Parties' execution of this Settlement Agreement, (ii) the Court's entry of the Final Approval Order and (iii) the Final Approval Order

becoming final. The Parties shall jointly seek orders of preliminary and final approval of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, or its equivalent and applicable State Court rule (e.g., 735 ILCS 5/2-801.) If the Settlement is not finalized or finally approved by the Court for any reason whatsoever and the Parties fail, after good faith efforts discussed in Section 14.3 below, to resolve the issues preventing Final Approval, the certification of the Settlement Class is voidable by any Party, the Litigation will return to its status as it existed prior to this Settlement Agreement (as detailed further in Section 3.8), the Settlement Agreement shall remain inadmissible under the applicable rules of evidence or civil procedure, and no doctrine of waiver, estoppel or preclusion concerning this Settlement Agreement will be asserted in any litigated class certification proceedings or otherwise asserted in any other aspect of the Litigation or in any other proceeding. Defendant does not waive, but rather expressly reserves all other rights to challenge and defend all such claims and allegations in the Litigation on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge and defend on any grounds whether any class can be certified and to assert any and all defenses or privileges. Plaintiff agrees that Defendant retains and reserves all of these rights and agrees not to take a position to the contrary.

3.5.3. Entry of Preliminary Approval Order. The Parties will request that the Court enter a Preliminary Approval Order, which shall, among other things:

(a) Certify for purposes of settlement a nationwide Settlement Class, approving Plaintiff as class representative, and appointing Class Counsel, pursuant to Rule 23 of the Federal Rules of Civil Procedure or its equivalent rule in the relevant Court (e.g., 735 ILCS 5/2-801), whichever is applicable in the Court;

(b) Preliminarily approve the Settlement as fair, reasonable and adequate;

(c) Order the issuance of Class Notice to the Settlement Class, and determine that such Class Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;

(d) Schedule a date and time for a Final Approval Hearing to determine whether the Settlement should be finally approved by the Court;

(e) Require Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion by the Opt-Out Deadline, as directed in this Settlement Agreement and Class Notice, and advise that a failure to do so shall bind those Settlement Class Members who remain in the Settlement Class;

(f) Require Settlement Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in this Settlement Agreement and Class Notice, and advise that a failure to do so shall prevent those Settlement Class Members from doing so;

(g) Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement this Settlement Agreement; and

(h) Issue related orders to effectuate the preliminary approval of this Settlement Agreement.

3.5.4. Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with Section 6 below.

3.5.5. Final Approval Hearing. In connection with the Preliminary Approval Motion, the Parties shall request that the Court schedule and conduct a hearing at least one hundred and twenty (120) days after the Notice Deadline, at which time it will consider whether the Settlement satisfies Rule 23 of the Federal Rules of Civil Procedure, or its equivalent rule in the relevant Court (e.g., 735 ILCS 5/2-801), whichever is applicable in the Court. Specifically, Plaintiff, after good faith consultation with Defense Counsel, shall request that, on or after the Final Approval

Hearing, the Court: (i) enter the Final Approval Order and the Judgment; and (ii) determine the Attorneys' Fees and Costs that should be awarded to Class Counsel as contemplated in this Settlement Agreement. The Settling Parties agree to support entry of the Final Approval Order and the Judgment. The Settling Parties will reasonably cooperate with one another in seeking entry of the Final Approval Order and of the Judgment.

3.6. Condition No. 3: Finality of Judgment. The Court shall enter the Final Approval Order and the Judgment. The Final Approval Order and the Judgment must become Final in accordance with Section 2.21 above, and shall, among other things:

(a) Find that (1) the Court has personal jurisdiction over all Settlement Class Members; (2) the Court has subject matter jurisdiction over the claims asserted in the Litigation; and (3) venue is proper;

(b) Finally approve this Settlement Agreement;

(c) Finally certify the Settlement Class for settlement purposes only;

(d) Find that the form and means of disseminating the Class Notice complied with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution;

(e) Enter the Final Approval Order and the Judgment with respect to the claims of all Settlement Class Members and dismiss the claims of all Settlement Class Members with prejudice;

(f) Make the Releases in Section 10 of this Settlement Agreement effective as of the date of Final Approval;

(g) Permanently bar Plaintiff and all Settlement Class Members who have not opted out of the Settlement from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims;

(h) Find that, by operation of the entry of the Judgment, Plaintiff and all Settlement Class Members who have not opted out of the Settlement shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims;

(i) Authorize the Settling Parties to implement the terms of this Settlement Agreement;

(j) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Approval Order, and the Judgment, and for any other necessary purpose; and

(k) Issue related orders to effectuate the Final Approval of this Settlement Agreement and its implementation.

3.7. Condition 4: Excessive Opt-Outs. In the event that more than 7,300 members or fifteen percent (15%) of the Settlement Class, whichever is greater, make timely Requests for Exclusion, through no intentional procurement of such Requests for Exclusion by either Party, either Party may elect to terminate this Settlement.

3.8. If the Settlement is terminated under any provision in this Agreement or otherwise does not receive Final Approval, for any reason, and the Parties fail, after good faith efforts discussed in Section 14.3 below, to resolve the issues resulting in termination or precluding Final Approval, NRS shall be refunded any money that has not yet been expended, and the Parties will seek to restore the Litigation to the posture as it existed in the Federal Court Proceeding as of July 28, 2025, as if there had been no dismissal of the Federal Court Proceeding (“Restored Case”). As further described in Section 3.5.2. Plaintiff, through Class Counsel, will inform Defense Counsel in writing via email at the email address listed in Section 17.25 of his intent to restore the case. (“Restoration Election”). This restoration may occur in Federal Court (through, for example, a re-opening or re-filing), or in the State Court Proceeding, at Plaintiff’s election (but without prejudice to Defendant’s right to remove the State Court Proceeding to Federal Court). In the event of Plaintiff choosing to remain in the State Court Proceeding for the Restored Case, the date of the Restoration Election rather than the date of the creation

of the State Court Proceeding shall be the date for calculating any deadlines tied to the creation of the Restored Case (e.g., tolling described in Section 3.8.7). All rights, obligations, decisions, deadlines, rules, and stipulations in the Restored Case shall exist with the same force and applicability as if the Case had never been dismissed. This specifically includes, but is not limited to:

3.8.1. Restoration of the phase of the case. The Restored Case will begin in expert discovery, and no additional fact discovery will be sought or allowed except for on Motion for reasons available at law in the Federal Court Proceeding;

3.8.2. Restoration of deadlines. Subject to Court approval, the Parties will request modifications of such deadlines only to the extent necessary to address any delay resulting from the settlement process (e.g., if on July 28, 2025, there were two months left until a deadline, and the Restored Case begins on January 1, 2026, the Parties will not, without mutual agreement, seek beyond March 1, 2026 for that deadline);

3.8.3. No *de facto* extensions of time. If an argument or motion made now would be untimely in the Federal Court Proceeding, it would be untimely in the Restored Case. Defendant retains the right to raise an argument or motion in the Restored Case that had no time deadline now or would otherwise be timely in the Federal Court Proceeding.

3.8.4. Rulings remain binding. All rulings of the Court in the Federal Court Proceeding remain operative and binding as if made in the Restored Case, without waiving any appellate rights to those rulings;

3.8.5. Previous stipulations remain binding. Any stipulations entered into in the Federal Court Proceeding (e.g., Dkt. 104 in the Federal Court Proceeding) will remain binding;

3.8.6. Equality of Responses. All “responses” to filings needed to initiate the Restored Case that are substantively identical to existing filings shall be substantively identical in nature and scope (e.g., if a new complaint is needed to initiate the Restored Case, any such complaint will include the substantively identical claims and class definition set forth in the Third Amended Complaint filed in the Federal Court Proceeding, and Defendant shall not move to dismiss the complaint, as it answered, rather than moved to dismiss, the operative complaint in the Federal Court Proceeding). Any complaint filed in the Restored Case shall contain the same cause of action as set forth in the Third Amended Complaint filed in the Federal Court Proceeding and will not raise any new causes of action. If Defendant disagrees that the complaint filed to initiate the Restored Case is substantively identical, the Parties will confer on amending the complaint to render it substantively identical. Defendant does not waive any other rights to defend the case on an individual or class basis;

3.8.7. Tolling. Any applicable statutes of repose with respect to the asserted claims shall remain tolled as though the Federal Court Proceeding had never been dismissed. The Parties agree that the running of any and all applicable statutes of limitations, repose, or other defenses or limitations on actions which may apply to asserted claims brought by Plaintiff and the Settlement Class under the TCPA shall be tolled and suspended. The time period between July 28, 2025 and the date of the Restoration Election or any creation of the Restored Case (whichever is later) shall not be included in computing any statute of limitations for claims asserted in this case, nor will that time period be considered on a defense of laches or any other time-based doctrine or defense, rule, law or statute otherwise limiting the right of any party mentioned herein to preserve and prosecute any claim.

3.8.8. Even if not enumerated, the Parties will endeavor to adhere to the intent of this provision to match the Restored Case to the July 28, 2025 posture of the Federal Court Proceeding as though no settlement had been negotiated or achieved.

3.9. Sections 3.4.1, 3.4.2, 3.8 and their subsections survive termination or failure of this Settlement to reach or receive Final Approval, for any reason, and the Parties will execute a stipulation (or its equivalent) incorporating the text of Sections 3.4.1, 3.4.2, and 3.8 and their subsections to be filed on the docket of the Restored Case.

3.10. Except for sections 3.4.1, 3.4.2, 3.8, and 3.9 and their subsections and terms, nothing in this Settlement Agreement or the settlement negotiations may be used in any Restored Case for any reason.

4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF

In consideration for the Releases set forth in Section 10:

4.1. Defendant represents that there are approximately 53,921 members of the Settlement Class. Defendant agrees to provide to the Settlement Administrator the unredacted VoiceLogic Campaign Reports, which shall be treated as Confidential Information under the Agreed Confidentiality Order entered by the Court on April 16, 2024. If there is an upward deviation of ten percent (10%) or more from this 53,921, the Parties agree to work in a good faith attempt to resolve the discrepancy, including but not limited to discussing this issue with Ret. Judge Wolfson. In the event the parties cannot resolve the discrepancy after good faith efforts to do so, Plaintiff may elect to terminate the settlement.

4.1.1. Upon Final Approval of the Settlement, and after receiving specific payment instructions and all required tax information from the Class Administrator, NRS will deposit the sum of any awarded Attorneys' Fees and Costs, Service Award, plus \$135 per Approved Claim, into the Settlement Fund. The Settlement Administrator will hold these amounts until such time

as the Parties authorize the distribution of the funds to their intended recipients. Unless otherwise ordered by the Court, the timing of this distribution shall follow the timing found in Section 7.6.

4.1.2. In the event that \$135 per Approved Claim plus Non-Claim Payments would exceed the Settlement Amount, Approved Claimants would receive a *pro rata* share of the Settlement Amount after subtracting Non-Claim Payments.

4.1.3. All Cash Awards issued to Approved Claimants via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) Days after the date of issuance. Cash Awards may be made via electronic deposit, such as Venmo, subject to the capabilities of the Settlement Administrator.

4.1.3. If any such payment is returned by the U.S. Postal Service as undeliverable, or is not negotiated before it expires, neither NRS, the Settlement Administrator, nor Class Counsel shall have any further obligations to any of the Settlement Class Members as to these payments, except that:

4.1.3.1. For any check returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will mail the check to the forwarding address;

4.1.3.2. If any Approved Claimant contacts the Settlement Administrator or Class Counsel to request a replacement check, the Settlement Administrator will comply with that request by cancelling the initial check and issuing a replacement check, but the replacement check shall expire on the same date as the original check and the replacement check will state this on its face;

4.1.3.3. For any digital payment that fails or is otherwise rejected, the Approved Claimant for whom the payment was intended will be provided the opportunity to receive a physical check; and

4.1.3.4. It is the Parties' intent to distribute all Cash Awards to Approved Claimants. If after distributing the Cash Awards for Approved Claims as set forth in Section 4 any cash remains from uncashed checks, the Parties agree to select Bonei Olam as the *cy pres* recipient.

5. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

5.1. The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. The Parties note that a preliminary budget was provided to the Parties on August 7, 2025. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for Postcard Notice, Email Notice, Website Notice, the Settlement Website, administration of Settlement Relief, and providing all

other related support, reporting, and administration as further stated in this Settlement Agreement.

5.2. These responsibilities further include, but are not limited to, giving notice to the class, mailing CAFA or other legally required notices (if applicable), obtaining updated addresses for Settlement Class Members, obtaining email addresses for Settlement Class Members, setting up and maintaining the Settlement Website and toll-free telephone number with interactive voice response (“IVR”) technology, fielding inquiries about the Settlement, processing claims, acting as a liaison between Settlement Class Members and the Parties regarding claims information, reviewing and approving Claims, rejecting any Claim Form where there is evidence of fraud (as determined by the Settlement Administrator under policies and procedures developed by the Settlement Administrator and approved by the Parties), directing the mailing or electronic distribution of Cash Awards to Approved Claimants, and any other tasks reasonably required to effectuate the foregoing. The Settlement Administrator will provide weekly updates on the claims status to counsel for all Parties.

5.3. Both parties will coordinate with the Settlement Administrator to provide Notice to the Settlement Class, as provided in this Settlement Agreement.

5.4. W9 Forms. The Settlement Administrator shall complete and provide to NRS any W9 forms necessary for NRS to implement this Settlement.

5.5. All Notice and Administrative Costs will be paid by NRS from the Settlement Amount.

6. NOTICE TO THE SETTLEMENT CLASS

6.1. Sources of Settlement Class Data. NRS maintains name, address, and email address information that is or was previously associated with some Settlement Class Member telephone numbers. NRS will provide this information, as well as the VoiceLogic Campaign Reports, to the Settlement Administrator within ten (10) days of any order granting Preliminary Approval.

6.2. Email Notice. The Settlement Administrator will send Email Notice of the Settlement to any email addresses provided to it or obtained independently no later than thirty (30) days after the Court's Preliminary Approval Order, in a form substantially similar to **Exhibit 3** to this Settlement Agreement or as ultimately approved by the Court. The Email Notice shall detail how Settlement Class Members may make a Claim for Settlement Relief, may opt out of the Settlement (as described in Section 11), or object to the Settlement (as described in Section 12). The Email Notice shall also include the Settlement Class Member's Unique Identification Number; a link to the Settlement Website (as described in Section 6.5), at which copies of the

Settlement Agreement, Website Notice, Claim Form, and other relevant case filings may be downloaded, and where Claims may be submitted; and the Toll-Free Settlement Hotline (as described in Section 6.6)

6.3. Postcard Notice. The Settlement Administrator shall mail Postcard Notice to any physical mailing addresses provided to it or independently obtained (collectively, “Mailing List”), in a form substantially similar to **Exhibit 2** to this Settlement Agreement or as ultimately approved by the Court. The Postcard Notice will be mailed no later than thirty (30) days after the Court’s Preliminary Approval Order. The Settlement Administrator shall check the Mailing List against the National Change of Address database (“NCOA”) before mailing.

6.3.1. The Postcard Notice shall detail how Settlement Class Members may make a Claim for Settlement Relief (including that the Settlement Class Member declare under penalty of perjury that they recall receiving at least one voicemail from the Defendant), may opt out of the Settlement (as described in Section 11), or object to the Settlement (as described in Section 12). The Postcard Notice shall also include the Settlement Class Member’s Unique Identification Number; a link to the Settlement Website (described in Section 6.5) at which copies of the Settlement Agreement, Website Notice, Claim Form, and other relevant case filings may

be downloaded, and where Claims may be submitted; and the Toll-Free Settlement Hotline (as described in Section 6.6)

6.3.2. The Postcard Notice shall contain a pre-paid postage, detachable Claim Form on which recipients can file Claims.

6.3.3. For any Postcard Notice returned as undeliverable but with a forwarding address, the Settlement Administrator shall be promptly re-mail to the forwarding address. For any Postcard Notice returned as undeliverable without a forwarding address, the Settlement Administrator shall attempt to obtain an updated or correct address using TransUnion Reverse Lookup Data or similar and will attempt one prompt (1) re-mailing of the Postcard Notice to the newly identified address.

6.3.4. For any Email Notices that are returned as undeliverable the Settlement Administrator will make one more attempt to deliver the Email Notice.

6.4. Publication Notice. The Settlement Administrator will publish notice of the settlement through at least one (1) form of digital media, such as social media (e.g., Instagram, Facebook, LinkedIn) or platforms such as Google Adwords.

6.5. Settlement Website. No later than the deadline to send Email and Postcard Notice, the Settlement Administrator shall establish a Settlement Website, which shall contain the Website Notice, in a form substantially

similar to **Exhibit 4**, copies of the Settlement Agreement, Claim Form, and other relevant case filings which may be downloaded. The Settlement Website shall require Settlement Class Members to input their Unique Identification Number, if known, or their telephone number, to determine if the a Settlement Class Member's phone number has at least one call resulting in a "Voicemail" disposition in VoiceLogic's records, but in the event a telephone number is provided rather than a Unique Identification Number, steps (e.g., rate limiting on telephone number checks), will be taken to prevent fraudulent claims. The Settlement Website shall contain instructions and allow Settlement Class Members to submit a Claim, which will include declaring under penalty of perjury that they recall receiving at least one voicemail from Defendant. The Settlement Website shall have a URL which identifies the Settlement Website as www.NRSTCPASettlement.com.

6.5.1. The Settlement Website shall remain open and accessible for not less than thirty (30) Days after the last day to cash any check mailed to Approved Claimants.

6.6. Toll-Free Settlement Hotline. The Settlement Administrator will establish and maintain an automated toll-free telephone line with IVR technology for persons in the Settlement Class to call for information regarding the Settlement, which will include instructions for how Settlement Class Members can submit a Claim, consistent with the terms of this Settlement

Agreement. The Parties will mutually approve of scripts used by the Settlement Administrator in connection with the IVR process.

7. CLAIM FILING, REVIEW, AND APPROVAL PROCESS

7.1. Claim Filing Process. Settlement Class Members shall be permitted to make a Claim for Settlement Relief in one of two ways:

- (a) By completing an online Claim Form available on the Settlement Website and submitting that Claim Form online or by mail; or
- (b) By mailing the tear-off double sided prepaid postcard claim form.

7.2. At minimum, to file a Claim, Settlement Class Members will be asked to provide:

7.2.1. Their name;

7.2.2. Their mailing address;

7.2.3. Their contact phone number;

7.2.4. The phone number which received voicemails from or on behalf of NRS (if different from contact phone number);

7.2.5. A check-box certification, under penalty of perjury, that the Settlement Class Member recalls receiving at least one voicemail from NRS.

7.3. Any Settlement Class Member who does not submit a completed Claim Form postmarked on or before the Claim Deadline shall be deemed to have waived any claim to Settlement Relief and any such Claim Form will be rejected.

7.4. Claim Review Process. As soon as practicable, the Settlement Administrator shall confirm that each Claim Form submitted is in the form required, that each Claim Form was submitted in a timely fashion, and that the person submitting the Claim is a member of the Settlement Class by confirming that the telephone number provided on the Claim Form has at least one call with a “Voicemail” Response in the VoiceLogic Campaign Reports, and that the person submitting the Claim certified under penalty of perjury their recollection of receipt.

7.4.1. Absent indications of fraud, as determined by the Settlement Administrator under policies and procedures developed by the Settlement Administrator and approved by the Parties, a Settlement Class Member who submits a Claim containing a telephone number with at least one call with a “Voicemail” Response in the VoiceLogic Campaign Reports, and who certified under penalty of perjury their recollection of receipt of at least one voicemail from NRS, is an Approved Claimant and their Claim is an Approved Claim.

7.4.2. The Settlement Administrator shall employ reasonable audit procedures and may request additional information from Claimants as appropriate for verification purposes.

7.4.3. In the event multiple Claims are submitted for the same telephone number and would otherwise be Approved Claims, the Claims will

be treated as Competing Claims. The Parties and Settlement Administrator will work together to determine a resolution on a case-by-case basis, which may include requesting additional information for each person submitting a Competing Claim, such as information indicating when each person subscribed to the cell phone number in question. In the event the Parties cannot agree, the default remedy will be to inform each person with a Competing Claim of the number of Competing Claims for each telephone number and offer each person a Cash Award divided by the number of Competing Claimants.

7.5. Notification. Within thirty (30) Days after the Claims Deadline, the Settlement Administrator shall provide Class Counsel and NRS with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

7.6. Timing of Distributions. Settlement Relief amounts and Attorneys' Fees and Costs shall be distributed within the time periods set forth below:

7.6.1. Within thirty (30) Days after the Final Settlement Date, the Settlement Administrator shall pay, as instructed by Class Counsel or relevant Assignment Agreement, any Attorneys' Fees and Costs awarded by the Court;

7.6.2. Within thirty (30) days after the Final Settlement Date, the Settlement Administrator shall remit the appropriate Cash Award to each Approved Claimant by check or other electronic means as set forth in Section 4.1.3 to Approved Claimants.

7.6.3. Within sixty (60) days after the Final Settlement Date, the Settlement Administrator shall be paid for any outstanding or unreimbursed costs of administration.

8. COVENANTS

The Settling Parties covenant and agree as follows:

8.1. Covenant Not to Sue. Plaintiff and Settlement Class Members covenant and agree not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or related to any of the Released Claims against any of the Released Persons. The foregoing covenant and this Settlement Agreement shall be a complete defense to any of the Released Claims against any of the Released Persons. However, this Settlement Agreement is not intended to and does not prohibit a Settlement Class Member from responding to inquiries from federal, state or local agencies and/or law enforcement, even if the inquiries relate to the Released Claims. Similarly, this Settlement Agreement is not intended to and does not prohibit a Settlement Class Member from bringing his or her

concerns to federal, state or local agencies and/or law enforcement, even if those inquiries relate to the Released Claims.

8.2. Cooperation. The Settling Parties agree to cooperate reasonably and in good faith with the goal of obtaining entry of the Final Approval Order and the Judgment as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Settlement Agreement, including, but not limited to, the expeditious agreement to the terms of all Class Notice documents and settlement administration protocols, and the preparation and execution of all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court.

9. REPRESENTATIONS AND WARRANTIES

9.1. Plaintiff's Representations and Warranties.

9.1.1. Plaintiff represents and warrants that he is the sole and exclusive owner of all his own Released Claims and has not assigned or otherwise transferred any interest in any of his Released Claims against any of the Released Persons, and further covenant that he will not assign or otherwise transfer any interest in any of his Released Claims. In the event any such Release Claim was assigned or otherwise transferred, and the Release is found to be unenforceable against the Assignee or Transferee, Plaintiff shall indemnify and hold harmless NRS, its parents, subsidiaries, and affiliates and

their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and other persons acting in concert with them from any and every claim or demand of every kind or character arising out of any such breach.

9.1.2. Plaintiff represents and warrants that he has no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

9.2. NRS' Representations and Warranties.

9.2.1. NRS represents and warrants that there are approximately 53,921 unique telephone numbers contained in the Settlement Class.

9.2.2. NRS represents and warrants that they have provided Plaintiff with true and accurate information as to the Settlement Class size.

9.3. NRS represents that it has not utilized VoiceLogic to conduct any Ringless Voicemail campaigns since this Litigation was filed and agrees not to attempt any Ringless Voicemail campaigns using VoiceLogic after the execution of this Settlement through the date of Final Approval. In the event NRS attempts any Ringless Voicemails using VoiceLogic subsequent to the Settlement and prior to the date of Final Approval, the end date of the Class Period, Class definition and any Release(s) shall be January 3, 2024.

9.4. The Settling Parties' Representations and Warranties. The Settling Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing this Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to this Settlement Agreement. Each of the Settling Parties assumes the risk of mistake as to facts or law.

10. Releases.

10.1. Released Claims of Settlement Class. Upon Final Approval, each member of the Settlement Class shall, by operation of the Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Persons in all capacities, including individual and trustee capacities, from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages,

losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, 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 Final Approval, that relate to or arise out of the Ringless Voicemails that were sent between January 8, 2020 and the date of Final Approval. This release includes any and all claims for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the regulations promulgated thereunder, and any and all claims for violation of any laws of any state that regulate, govern, prohibit or restrict the making, placing, dialing or initiating of prerecorded calls to persons.

10.2. Without in any way limiting their scope, the Released Claims cover by example and without limitation, any and all claims for attorneys' fees or costs incurred by Class Counsel, Plaintiff, or any Settlement Class Members in connection with or related in any manner to this Settlement, the administration of this Settlement, and/or the Released Claims, except to the extent otherwise specified in this Settlement Agreement.

10.3. In connection with the Releases in Section 10.1 and 10.2, and without expanding their scope in any way, Plaintiff and each Settlement Class

Member shall be deemed, as of the date of Final Approval, to have waived any and all provisions, rights, benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, which if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10.4. This Settlement Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements in Section 11 of this Settlement Agreement.

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

10.6. Upon entry of the Final Approval Order and the Judgment: (i) this Settlement Agreement shall retain exclusive jurisdiction to enforce the

Settlement, and shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Persons shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s) except as set forth in this Settlement Agreement; and (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

10.7. Nothing in this Settlement Agreement or Release is intended to abrogate or limit the use, as evidence, of any Ringless Voicemail initiated by NRS through VoiceLogic made after the effective date of the Settlement and prior to the Final Approval should any such calls be made to any Settlement Class Member. Defendant, however, reserves the right to object or otherwise contest the use of any such evidence.

10.8. Nothing in this Settlement Agreement shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to include the release of any rights or duties of the Settling Parties arising out of this Settlement Agreement, including the express warranties and covenants contained herein.

11. OPT-OUT RIGHTS.

11.1. A potential Settlement Class Member who wishes to opt out of the Settlement Class must do so in writing by completing and sending to the Settlement Administrator a Request for Exclusion that is postmarked no later than the Opt Out Deadline. The Request for Exclusion must: (a) identify the name and address of the potential Settlement Class Member requesting exclusion; (b) provide the phone number at which that potential Settlement Class Member received a voicemail sent by NRS, or someone acting on their behalf, during the Class Period; (c) be personally signed by the potential Settlement Class Member requesting exclusion; and (d) contain a statement that reasonably indicates a desire to be excluded from the Settlement, such as “I hereby request that I be excluded from the proposed Settlement Class.” A Settlement Class Member who desires to opt-out must take affirmative written action in accordance with this section even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

11.2. Any potential member of the Settlement Class who properly opts out of the Settlement Class by complying with all the requirements set forth in the preceding paragraph shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be entitled to relief under, or be affected by,

this Settlement Agreement; (c) not gain any rights by virtue of this Settlement Agreement; and (d) not be entitled to object to any aspect of the Settlement.

11.3. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests for Exclusion and supporting documentation within seven (7) Days after the Opt Out Deadline.

11.4. Except for those potential members of the Settlement Class who timely and properly file a Request for Exclusion in accordance with Section 11, all other potential members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under this Settlement Agreement, and upon Final Approval, will be bound by its terms and any orders or judgments relating to this Settlement, regardless of whether they receive any monetary or other relief.

11.5. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

12. OBJECTIONS.

12.1. Overview. Any potential Settlement Class Member who does not opt out of the Settlement will be a Settlement Class Member and may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Settlement Agreement.

12.2. Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court and served on Class and Defense Counsel no later than the Objection Deadline.

12.2.1. The requirements to assert a valid written objection shall be set forth in the Class Notice and on the Settlement Website, and, to be valid, the written objection must include: (a) the name, address, and telephone number of the Settlement Class Member objecting and, if different, the telephone number at which the Settlement Class Member received a voicemail sent by NRS, or someone acting on their behalf; (b) if represented by counsel, the name, address, and telephone number of the Settlement Class Member's counsel; (c) the basis for the objection, including all grounds for such objection accompanied by any legal support for the objection known to the objector or his or her counsel; (d) a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel, (e) the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior objections that were issued by the trial or appellate courts in

each listed case, (f) a copy of any orders entered within the preceding five years related to or ruling on objector counsel's or counsel's law firm's prior objections made by individuals or organizations represented that were issued by the trial and appellate courts, (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection and (h) the objector's signature (an attorney's signature is not sufficient).

12.2.2. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with all of the requirements of this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Settlement Agreement by appeal or other means.

12.3. Appearance. Subject to approval of the Court, any Settlement Class Member who files and serves a written objection in accordance with Section 12.2 and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice Of Intention To Appear"); and (b) serves the Notice of

Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

12.3.1. The Notice of Intention to Appear must include the Settlement Class Member's full name, address, and telephone number, as well as copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

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

12.3.3. The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement in accordance with this section without further leave of court. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member's counsel without further leave of court.

13. SETTLEMENT APPROVAL.

13.1. Plaintiff shall apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval Hearing. Plaintiff

agrees to provide a draft of any such motion to Defendant's counsel prior to filing.

13.2. Not later than seven (7) Days before the Final Approval Motion Deadline, the Settlement Administrator will provide the Parties with a declaration that the Class Notice has been disseminated in accordance with the Preliminary Approval Order. The declaration shall identify the number of Requests for Exclusion to the Settlement, along with the number of claims received to date.

14. CERTIFICATION OF SETTLEMENT CLASS FOR SETTLEMENT PURPOSES.

14.1. The Parties entered this Settlement Agreement solely for the purposes of fully and finally resolving the Litigation along the lines and terms set forth herein. Nothing in this Settlement Agreement shall be construed as an admission by NRS or the Released Parties of any wrongdoing as asserted in the Litigation, or that this Litigation or any similar case is amenable to class certification for purposes of trial, or that any of the Released Claims are meritorious in any respect.

14.2. The Parties agree, for the sole purpose of effecting a settlement, and upon the express terms and conditions set out in this Settlement Agreement, Plaintiff shall seek, and NRS will not oppose, certification of the Settlement Class defined above. Plaintiff, on behalf of himself and the

Settlement Class, acknowledge and agree that if this Settlement Agreement is not fully and finally approved by the Court without material change, the settlement is voidable at the election of either Party and, if voided, that NRS has not waived and has expressly reserved the right to challenge the certification of the Settlement Class and the substantive and procedural merits of Plaintiff's claims in the Litigation, and to object to and appeal any order entered in any of the cases that comprise the Litigation, subject to Sections 3.8 and 3.9 of this Agreement. Nothing in this Settlement Agreement may be used in any judicial or administrative proceeding regarding the propriety of class certification outside of settlement. The Court's certification of the Settlement Class is not and shall not be deemed to be the adjudication of any fact or issue for purpose other than the accomplishment of the Settlement.

14.3. If this Settlement is not approved by the Court for any reason, or is modified by the Court (including change to the release provided herein), or is otherwise terminated, then the Parties agree to attempt in good faith to resolve any such issues leading to the lack of approval or modification, including, if the issue cannot be resolved between the Parties, through an additional conference call or mediation with Judge Wolfson. In the event these good faith efforts fail, (1) other than Sections 3.4.1, 3.4.2, 3.8 and 3.9, this Settlement Agreement shall have no legal or persuasive effects and shall immediately become null and void, and the Parties expressly agree to do

whatever is necessary legally and procedurally to return this Litigation to its pre-settlement status, including filing all necessary joint motions, and as discussed in Section 3.8; (2) this Settlement and all aspects of it, including but not limited to, all negotiations, terms and documents created as a result of negotiations or the proposed settlement may not be used for any purpose in this or any other legal action unless the subject of that legal action is the settlement of the Litigation; (3) the Litigation shall revert to the same procedural and legal status existing prior to the Parties entering into this Settlement Agreement, including as discussed in Section 3.8; (4) the Settlement Class shall be automatically decertified, and the Parties shall take whatever action is appropriate so that the Parties can be restored to their pre-settlement positions, and (5) all monies paid to the Settlement Administrator that had not been used at that time shall be returned to NRS within fourteen (14) days.

15. ATTORNEYS' FEES, COSTS AND SERVICE AWARD.

15.1. Class Counsel will petition the Court for an award of Attorneys' Fees and Costs for all attorney services and expenses related to this Litigation, including but not limited to, services rendered and to be rendered in connection with the Settlement Agreement and its implementation. The amount of Attorneys' Fees and Costs to be awarded to Class Counsel and payable in accordance with Sections 4.1.1 and 7.6, unless otherwise agreed, shall be

determined by the Court. Class Counsel agree they will not seek or accept Attorneys' Fees exceeding \$1,725,000 ("Fee Cap"), plus their actual documented costs, not to exceed \$100,000 ("Cost Cap"). NRS reserves the right to object to the petition for Attorneys' Fees and Costs, or any part thereof, but notice of intent to object to amounts equaling or less than the Fee Cap or Cost Cap must be provided no later than seven (7) days prior to the Fee Motion Deadline. If such notice of intent to object is provided, the Fee Cap and Cost Cap are void. Otherwise, under no circumstances may Plaintiff, the Class, or Class Counsel seek or accept Attorneys' Fees that exceed the total of the Fee Cap plus Cost Cap.

15.2. Notwithstanding any term in the Agreement to the contrary (e.g., 4.1.1 and 7.6), Class Counsel may elect to have all, part, or none of his attorneys' fees award paid in periodic payments through a structured settlement arrangement entered into prior to payment of such fees to class counsel. Notwithstanding any term in the Agreement to the contrary, any fees awarded to Class Counsel to be so structured shall be paid by the Settlement Fund to an assignment company(ies) pursuant to assignment and release agreements reasonably acceptable to the Settlement Administrator ("Assignment Agreements"). Class Counsel has no present right to payment of any structured fees that are the subject of Assignment Agreements. Prior to the payment by the Settlement Fund under any Assignment Agreement, Class

Counsel shall indemnify and hold harmless the Settlement Administrator administering the Settlement Fund. The Court authorizes the Settlement administrator and Settlement Fund to execute documents and take such actions as may be necessary to effectuate the assignment and payment of fees under any Assignment Agreement. NRS takes no position regarding this section and shall have no liability whatsoever related to any structured settlement arrangement elected by Class Counsel.

15.3. Class Counsel will also petition the Court for a Service Award to Plaintiff Walston in the amount of \$35,000 for his efforts in the Litigation and in reaching this Settlement. NRS will not oppose this request.

15.4. Attorneys' Fees and Costs and any Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Costs and Service Award, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Final Approval Order or Judgment approving this Settlement Agreement and the Settlement.

16. TERMINATION AND EFFECT THEREOF.

16.1. This Settlement Agreement shall be terminable by any Party if any of the conditions of Section 3 are not fully satisfied unless the relevant

conditions are waived in writing signed by authorized representatives of Plaintiff and NRS.

16.2. This Settlement Agreement shall also terminate at the discretion of Plaintiff or NRS if, in the good faith exercise of discretion: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement or the proposed Settlement that is material, including without limitation, the terms or relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the Settlement Class, and/or the terms of the Releases; (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the Final Approval Order or Judgment, or any of the Court's findings of fact or conclusions of law, that is material; or (3) if all of the conditions required to be met before the Final Settlement Date do not occur. Prior to terminating the Agreement on any of the aforementioned grounds, however, the Parties shall first follow the good faith resolution procedures outlined in Section 14.3 to determine if and how any of the identified issues can be resolved. For the purposes of this Section 16.2(1), "material" means any change by the Court that (a) alters the definition of the Class as set forth in Section 3.1 in a way that increases or decreases the Class size by fifteen (15) percent or more; (b) modifies the Settlement Amount as set forth in Section 2.47; (c) substantially narrows or expands the obligations of NRS beyond those

expressly stated herein; or (d) substantially narrows or expands the scope of the Release as set forth in Section 10.1. Disputes about materiality shall be submitted to the Court.

16.3. If the Settlement Agreement is terminated as provided herein, the Settlement shall be null and void from its inception, and the Settling Parties will be restored to their respective positions in the Litigation as of July 28, 2025, and as further described in Section 3.8. In such event, the Parties shall move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Settlement Agreement, including any order certifying the Settlement Class for settlement purposes. Further, in such event, unless a term expressly indicates its survival, the terms and provisions of this Settlement Agreement will have no further force and effect with respect to the Settling Parties and will not be used in the Litigation, or in any other proceeding for any purpose, shall not be deemed or construed to be an admission or confession by the Parties of any fact, matter, or proposition of law, and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, nunc pro tunc.

17. MISCELLANEOUS PROVISIONS

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

this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

17.2. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement were negotiated in good faith and at arm's length by the Settling Parties and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. The amounts paid are to compromise the Claimants' claims for damages and the amounts paid represent the Claimants' compensation for such alleged damages.

17.3. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of NRS.

17.4. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

17.5. All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

17.6. This Agreement may be amended or modified only by a written instrument signed by or on behalf of Plaintiff and NRS or their respective successors-in-interest. Any material changes must be approved by the Court.

17.7. This Agreement and the Exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized herein. Except as otherwise provided herein, no Settling Party shall be responsible for paying fees, expenses, or other costs incurred by any other Settling Party.

17.8. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

17.9. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

17.10. None of the Settling Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement

and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any Settling Party as the drafter thereof.

17.11. The Settlement shall be governed by the laws of the State of Illinois, except to the extent that the law of the United States governs any matters set forth herein, in which case such federal law shall govern.

17.12. The following principles of interpretation apply to the Agreement: (a) the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be; (b) references to a person are also to the person's successors-in-interest; and (c) whenever the words "include," "includes," or "including" are used in the Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

17.13. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices of the Settlement Class after the Final Approval Order and Judgment are entered.

17.14. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. Electronic copies of the executed Settlement Agreement shall be considered an original and may be relied upon as such.

17.15. All members of the Settlement Class shall be responsible for paying any and all federal, state, and local taxes, if any, due on the payments made to them under this Settlement Agreement. No opinion concerning the tax consequences of the proposed settlement to members of the Settlement Class or anyone else is given or will be given by the Parties or the Parties' counsel.

17.16. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties to this Settlement Agreement, Class Counsel, and the members of the Settlement Class, and their respective heirs, predecessors, successors, and assigns. Nothing herein shall prevent NRS from assigning their rights and obligations.

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

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

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

17.20. The Parties agree that the terms of the Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application. The Parties also agree that before the entry of the Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior review and approval of Defendant. For the avoidance of doubt, nothing in this Settlement Agreement prevents the Parties from making any disclosures required to effectuate this Settlement Agreement or from making any disclosures required by law.

17.21. Before filing any motion with the Court raising a dispute arising out of or relating to this Settlement Agreement, the Parties shall consult each other and certify to the Court they have so consulted.

17.22. Class Counsel will return or destroy all copies of all Confidential information and discovery materials obtained in this Litigation from Defendant or third parties and agrees not to use such Confidential information and discovery materials in accordance with Section 14 of the Agreed Confidentiality Order.

17.23. All notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by email and mail to the following addresses:

17.24. All notices to Class Counsel shall be sent to Class Counsel, c/o:

Jeremy Glapion
Glapion Law Firm
1704 Maxwell Drive
Wall, New Jersey 07719
jmg@glapionlaw.com

Counsel for Plaintiff Rashad Walston and the Class

17.25. All notices to Defense Counsel shall be sent to Defense Counsel, c/o:

Abe Colman
Holland & Knight LLP
400 South Hope Street, 8th Floor
Los Angeles, California 90071
ajcolman@hklaw.com

and

Cory W Eichhorn
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
cory.eichhorn@hklaw.com

Counsel for NRS.

17.26. The notice recipients and addresses designated above may be changed by notice provided in writing to either of the addresses and/or email addresses listed.

17.27. Upon request, the Parties agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received from Settlement Class Members in response to the Class Notice.

IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement on the dates set forth below.

[Signatures on Following Page]

On Behalf of Defendant NRS:

Dated: _____ By: _____

Name: _____

Title: _____

On Behalf of Plaintiff and the Settlement Class:

Dated: 13/10/2025 _____

By: *Rashad Walston*
Rashad Walston (Oct 13, 2025 16:19:49 CDT)

Name: Rashad Walston

Approved as to form and content:

For Plaintiff Rashad Walston and
the Class:

For National Retail Solutions, Inc.:

GLAPION LAW FIRM

Holland & Knight

By: *Jeremy M. Glapion*

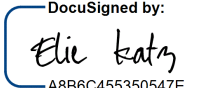
Jeremy M. Glapion
Glapion Law Firm
1704 Maxwell Drive
Wall, New Jersey 07719
jmg@glapionlaw.com

By: _____

Cory W Eichhorn
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
cory.eichhorn@hklaw.com

On Behalf of Defendant NRS:

Dated: 10/16/2025

By:  _____
DocuSigned by:
Elie Katz
A8B6C455350547E...

Name: Elie Katz

Title: As President

On Behalf of Plaintiff and the Settlement Class:

Dated: _____

By: _____

Name: _____

Approved as to form and content:

For Plaintiff Rashad Walston and
the Class:

For National Retail Solutions, Inc.:

GLAPION LAW FIRM

Holland & Knight

By: _____

Jeremy M. Glapion
Glapion Law Firm
1704 Maxwell Drive
Wall, New Jersey 07719
jmg@glapionlaw.com

By: Cory Eichhorn

Cory W Eichhorn
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
cory.eichhorn@hklaw.com

EXHIBIT 1

EXHIBIT 2

NRS Pay TCPA Class Action Settlement
Settlement Administrator
PO Box XXXXX
Portland, OR 972XX-XXXX

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. XXXX

Court-Approved Legal Notice
Rashad Walston v. National Retail Solutions, Inc.
d/b/a NRS Pay

Case No. XXXXX
XXX Judicial Circuit Court of XXX, Illinois
**If you were in the United States between
October 26, 2020 and Final Approval, and
received on your cellular telephone a Ringless
Voicemail sent by National Retail Solutions,
Inc. d/b/a NRS Pay using Voicelogic's
services, you may be entitled to up to a \$135
Cash Award from a class action settlement.**

*A Court has authorized this notice.
This is not a solicitation from a lawyer.*

www.XXXXXXXXXXXXX.com
1-XXX-XXX-XXXX

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>



ADefendant National Retail Solutions, Inc. d/b/a NRS Pay (“Defendant”) has agreed to pay up to \$6,510,240 into a settlement fund from which eligible persons (“Settlement Class Members”) who submit a valid Claim Form will receive a cash award.. Plaintiff alleges Defendant placed prerecorded telemarketing telephone calls to cellular telephone numbers to individuals who did not give their prior express written consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”). Plaintiff asserts Defendant utilized the “ringless voicemail” services of a third-party marketing firm, Infolink Communications Ltd. d/b/a VoiceLogic (“VoiceLogic”). Defendant denies any wrongdoing.

Who is Included? Records show you are a member of the Settlement Class, defined as: Between January 8, 2020 and Final Approval, all persons in the United States who received on their cellular telephone a Ringless Voicemail sent by Defendant using VoiceLogic’s services, or by VoiceLogic at Defendant’s request on Defendant’s behalf.

What does the Settlement Provide?

Cash Award: If you are a member of the Settlement Class, you may submit a timely and valid Claim Form to receive a Cash Award up to \$135.

Your Cash Award may be subject to a *pro rata* decrease if the amount of Approved Claims exceeds the net Settlement Fund remaining after Administrative Expenses, Attorneys’ Fees and Costs, and any Service Award.

You must submit a Claim Form online or by mail postmarked by **MONTH DD, 20YY**.

Other Options. If you do not want to be legally bound by the Settlement, you must opt out, **postmarked by Month DD, 20YY**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Persons about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement by **Month DD, 20YY**. The Long Form Notice on the Settlement Website explains how to opt out or object. If you do nothing, you will get no Cash Award, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month DD, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees of up to \$1,725,000 of the Settlement Fund and costs up to \$100,000, Service Award, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object and file a Notice of Intention to Appear but you are not required to do so.

This notice is a summary. Learn more at www.XXXXXXXXXX.com, or call toll free 1-XXX-XXX-XXX.

**BARCODE
NO-PRINT
ZONE**

PRE
PAID
POSTAGE

NRS Pay TCPA Class Action Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx



EXHIBIT 3

FROM: EMAIL ADDRESS
TO: EMAIL ADDRESS
RE: NRS PAY COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

UniqueID: <<UNIQUE ID>>
PIN: <<PIN>>

XX Judicial Circuit Court of XX, Illinois

Rashad Walston v. National Retail Solutions, Inc. d/b/a NRS Pay

If you were in the United States between October 26, 2020, and Final Approval, and received on your cellular telephone a Ringless Voicemail sent by National Retail Solutions, Inc. d/b/a NRS Pay using VoiceLogic's services, you may be entitled to a Cash Award from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

You can file your Claim Form [here](#).

A settlement has been reached in a class action lawsuit against National Retail Solutions, Inc. d/b/a NRS Pay ("Defendant"). Plaintiff alleges Defendant placed prerecorded telemarketing telephone calls to cellular telephone numbers to individuals who did not give their prior express written consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA") and various state laws. Plaintiff asserts Defendant utilized the "ringless voicemail" services of a third-party marketing firm, Infolink Communications Ltd. d/b/a VoiceLogic ("VoiceLogic"). Defendant denies any wrongdoing.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Who is Included? Records show you are a member of the Settlement Class, defined as: Between January 8, 2020 and Final Approval, all persons in the United States who received on their cellular telephone a Ringless Voicemail sent by Defendant using VoiceLogic's services, or by VoiceLogic at Defendant's request on Defendant's behalf.

What Does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form [here](#) or by mail postmarked by **Month XX, 20YY**, to receive a Cash Award in the amount of up to \$135. One claim is allowed per Settlement Class Member per cellular telephone number that was sent a Ringless Voicemail..

Your Cash Award may be subject to a *pro rata* (a legal term meaning equal share) decrease if the amount of Approved Claims exceeds the amount of the net Settlement Fund after Administrative Expenses, Attorneys' Fees and Costs, and any Service Award.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to

sue and will release the Defendant and Released Persons as more fully described in the Settlement Agreement, available at the Settlement Website. If you do not opt-out, you may object to the Settlement and/or Attorneys' Fees and Costs, and Service Award by **Month XX, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Cash Award, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to \$1,725,000 of the Settlement Fund and costs up to \$100,000, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object and file a Notice of Intention to Appear, but you are not required to do so.

This notice is a summary. Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

EXHIBIT 4

If you were in the United States between October 26, 2020, and Final Approval, and received on your cellular telephone a Ringless Voicemail sent by National Retail Solutions, Inc. d/b/a NRS Pay using VoiceLogic’s services, you may be entitled to a Cash Award from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- Defendant National Retail Solutions, Inc. d/b/a NRS Pay (“Defendant”) has agreed to pay up to \$6,510,240 into a settlement fund from which eligible persons (“Settlement Class Members”) who submit a valid Claim Form will receive a cash award. Plaintiff alleges Defendant placed prerecorded telemarketing telephone calls to cellular telephone numbers to individuals who did not give their prior express written consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”) and various state laws. Plaintiff asserts Defendant utilized the “ringless voicemail” services of a third-party marketing firm, Infolink Communications Ltd. d/b/a VoiceLogic (“VoiceLogic”). As part of the proposed settlement, Defendant does not admit to any wrongdoing and continues to deny the allegations against it. The Court has not decided who is correct.
 - The Settlement Class includes: all persons in the United States between October 26, 2020, and Final Approval, who received on their cellular telephone a Ringless Voicemail sent by Defendant using VoiceLogic’s services, or by VoiceLogic at Defendant’s request.
 - If you are a member of the Settlement Class, you may submit a timely and valid Claim Form to receive a Cash Award in the amount of up to \$135.
 - A Cash Award will be subject to a *pro rata* decrease if the total amount of Cash Awards (at \$135 per claim) plus the amount to be paid in Administrative Expenses, Attorneys’ Fees and Costs, and any Service Award exceeds \$6,510,240. In such a circumstance, the \$135 Cash Award will be reduced to the largest possible Cash Award possible while bringing the total under the \$6,510,240 cap.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get a Cash Award is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
Exclude Yourself	Get no Cash Award. Keep your right to file your own lawsuit against the Released Persons about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: MONTH DD, 20YY
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY
Do Nothing	Get no Cash Award. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, Attorneys’ Fees and Costs, and Service Award. No Cash Awards will be provided unless the Court approves the Settlement.

BASIC INFORMATION

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Court has certified a class only for the purposes of settlement (the “Settlement Class”). The Honorable [REDACTED] of the XX Circuit Court of XX County, Illinois is overseeing this class action. The lawsuit is known as *Rashad Walston v. National Retail Solutions, Inc. d/b/a NRS Pay*, Case No. XXXX (“lawsuit”). The individual who filed this lawsuit is called the “Plaintiff” and/or “Class Representative” and the company sued, National Retail Solutions, Inc. d/b/a NRS Pay, is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiff filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated alleging Defendant placed prerecorded telemarketing telephone calls to cellular telephone numbers to individuals who did not give their prior express written consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”) and various state laws. Plaintiff asserts Defendant utilized the “ringless voicemail” services of a third-party marketing firm, Infolink Communications Ltd. d/b/a VoiceLogic (“VoiceLogic”).

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiff and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiff and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant. Instead, the Plaintiff and Defendant have agreed to settle the lawsuit. The Class Representative, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

5. How do I know if I am included in the Settlement?

The Settlement Class includes: Between January 8, 2020 and Final Approval, all persons in the United States who received on their cellular telephone a Ringless Voicemail sent by Defendant using VoiceLogic's services, or by VoiceLogic at Defendant's request on Defendant's behalf.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: NRS and any entities in which they have a controlling interest; NRS agents and employees; any Judge and Magistrate Judge to whom this lawsuit is or was assigned and any member of their staffs and immediate families, and any legal claims for personal injury, wrongful death, and/or emotional distress.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.XXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a member of the Settlement Class, you may submit a timely and valid Claim Form to receive a Cash Award in the amount of up to \$135.

Your Cash Award may be subject to a *pro rata* (a legal term meaning equal share) decrease if the amount of Approved Claims exceeds the amount of the net Settlement Fund.

For purposes of calculating the *pro rata* decrease, the Settlement Administrator must distribute the funds in the Settlement Fund for payment of Administrative Expenses, Attorneys' Fees and Costs, and Service Awards.

9. What am I giving up to receive a Cash Award or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Persons concerning the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section 10 of the Settlement Agreement describes the Releases, Released Claims, and Released Persons, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Persons and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

Questions? Go to www.XXXXXXXXXXX.com or call 1-XXX-XXX-XXXX

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a Cash Award as described above. Your Claim Form must be submitted online at www.XXXXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

NRS Pay TCPA Class Action Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

NRS Pay TCPA Class Action Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Cash Award?

If you file a timely and valid Claim Form, the Cash Award will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Persons on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name and address;
- 2) The telephone number you received a voicemail sent by Defendant or someone acting on their behalf between October 26, 2020, through Final Approval;
- 3) Your personal physical signature; and

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

- 4) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Rashad Walston v. National Retail Solutions, Inc. d/b/a NRS Pay.*”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

NRS Pay TCPA Class Action Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone, fax, or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive a Cash Award, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get a Cash Award if you stay in the Settlement and submit a timely and valid Claim Form.

16. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Persons for the legal claims this Settlement resolves and releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Persons about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do object to the Settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not like any part of it. .

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, stating you object to the Settlement in *Rashad Walston v. National Retail Solutions, Inc. d/b/a NRS Pay*, Case No. **XXXX**.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your name, address, telephone number;
- 2) If different than your current telephone number, the telephone number you received a voicemail sent by Defendant or someone acting on their behalf between October 26, 2020, through Final Approval;
- 3) If you are represented by a lawyer, the name, address, telephone number of your lawyer;
- 4) The basis for your objection, including a detailed statement of the factual and legal basis for any such objection;

Questions? Go to www.XXXXXXXX.com or call 1-XXX-XXX-XXXX

- 5) A statement confirming whether you or your lawyer intend to personally appear and/or testify at the Final Approval Hearing;
- 6) The number of times you have objected to a class action settlement within the five years preceding the date of your objection and a copy of any orders related to or ruling on the prior objection(s);
- 7) A copy of any orders entered within the preceding five years related to or ruling on your counsel's or your counsel's law firm's prior objections made by individuals or organizations represented that were issued by the trial and appellate courts;
- 8) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- 9) Your personal signature as the objector (a lawyer's signature is not sufficient).

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, at the following address:

Clerk of Court
 Attn: Judge
 XXnd Judicial Circuit Court
 XXXXX
 XXXX, IL XXXXX

Notice of Intention to Appear:

If you are a Settlement Class Member and you timely object, you (or your lawyer) have the right, but are not required, to attend the Final Approval Hearing.

- To appear, you must file a Notice of Intention to Appear with the Court.
- Your Notice of Intention to Appear must include:
 1. Your full name, address, telephone number; and
 2. Copies of any papers, exhibits, or other evidence you as the objector will present to the Court in connection with Final Approval Hearing.
- Your Notice of Intention to Appear must be filed with the Court by **MONTH DD, 20YY**, and serve a copy to Class Counsel and Defendant's Counsel, by U.S. mail or private courier (such as Federal Express) by **MONTH DD, 20YY**, at the addresses below:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Jeremy Glapion Glapion Law Firm 1704 Maxwell Drive Wall, NJ 07719	Cory W Eichhorn Holland & Knight LLP 701 Brickell Avenue, Suite 3300 Miami, Florida 33131

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeremy Glapion of Glapion Law Firm as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to \$1,725,000 of the Settlement Fund, plus reimbursement of reasonable costs up to \$100,000. Class Counsel will also ask the Court to approve the Service Award for the Class Representative of up to \$35,000 for their efforts. If awarded by the Court, the Attorneys' Fees and Costs, and the Service Award will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Attorneys' Fees and Costs, and Service Award. You may attend and you may ask to speak if you file an objection and Notice of Intention to Appear by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the **Honorable _____ at the _____ Courthouse, _____, IL XXXXX**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Attorneys' Fees and Costs, and Service Award.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection and Notice of Intention to Appear, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection and Notice of Intention to Appear, and you (or your lawyer) ask to speak at the hearing, the Court, may hear objections at the hearing.

GET MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

NRS Pay TCPA Class Action Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.XXXXXXXXXXX.com or call 1-XXX-XXX-XXXX