

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

Jim Youngman and Robert Allen v. A&B Insurance and Financial, Inc.

Case No. 6:16-cv-01478-CEM

**If calls from A&B Insurance were directed to your cellular telephone
OR you received any calls to a telephone number previously registered on
the National Do-Not-Call Registry, you could get a payment
from a class action settlement.**

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

- A&B Insurance and Financial, LLC (formerly known as A&B Insurance and Financial, Inc.) (“A&B Insurance”) has agreed to pay \$4,250,000.00 into a fund from which eligible individuals and entities who submit claims will receive cash awards. Actual payments will depend on the number of claims submitted, but based on past experience, the payout is estimated to be approximately \$85.00 per claim.
- The settlement resolves a lawsuit involving allegations that third parties hired by A&B Insurance called people between August 18, 2012 and April 26, 2017 on their cellular telephone lines using an automatic telephone dialing system, or an artificial or prerecorded voice, or placed more than one call within any twelve-month period to a telephone number registered on the Do Not Call Registry for at least 31 days.
- Court-appointed lawyers for the class (“Class Counsel”) will ask the Court for up to \$1,416,666.67 of the settlement fund as attorneys’ fees, plus an additional \$42,922.86 to reimburse them for the out-of-pocket expenses they paid to investigate the facts, litigate the case, and negotiate the settlement. Accordingly, the total requested attorneys’ fees and expenses Class Counsel will seek is \$1,459,589.53. Class Representatives Jim Youngman and Robert Allen will seek incentive awards of \$10,000 each for their efforts on behalf of the Settlement Class.
- A&B Insurance denies all allegations of wrongdoing in the lawsuit. As part of the proposed settlement, A&B Insurance does not admit to any wrongdoing and continues to deny the allegations against it.
- The two sides disagree on whether Plaintiffs and the settlement class could have won at trial.
- Your legal rights are affected, whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM BY JULY 9, 2018	This is the only way to receive a payment.
EXCLUDE YOURSELF BY JULY 9, 2018	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against A&B Insurance about the legal claims in this case.
OBJECT BY JULY 9, 2018	Write to the Settlement Administrator, and provide a copy to the Court, explaining why you do not like the settlement.
ATTEND A HEARING ON AUGUST 30, 2018	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The purpose of this Notice is to let you know that a proposed settlement has been reached in the class action lawsuit entitled *Jim Youngman and Robert Allen v. A&B Insurance and Financial, Inc.*, Case No. 6:16-cv-01478-CEM (M.D. FL.). You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. As your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What is this lawsuit about?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court will resolve the issues for all class members, except for those who exclude themselves from the class.

Here, the class representatives claim that between August 18, 2012 and April 26, 2017, A&B Insurance violated the Telephone Consumer Protection Act (“TCPA”) by making calls to cellular telephones through the use of an automatic telephone dialing system, or an artificial or prerecorded voice, or by placing more than one call within any twelve-month period to a telephone number registered on the Do Not Call Registry for at least 31 days. The class representatives claim that A&B Insurance did not have the recipients’ permission to make these calls.

The Court has certified a class for settlement purposes only (the “Settlement Class”). U.S. District Court Judge Carlos E. Mendoza (the “Court”) is in charge of this class action.

A&B Insurance denies that it did anything wrong, and denies that this case would be certified as a class action in litigation.

THE SETTLEMENT

3. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or A&B Insurance. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The class representatives and their attorneys think the settlement is best for the Settlement Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am a part of the settlement?

You are in the “Settlement Class” if your telephone number is on the class list (discussed in detail in the Second Amended Class Action Settlement Agreement) and, between August 18, 2012 and April 26, 2017, a third party call center hired by A&B Insurance initiated to that telephone number either:

(a) more than one telemarketing call within any twelve-month period to a telephone number registered on the Do Not Call Registry for at least 31 days; or

(b) any telephone calls to a cellular telephone number using an automatic telephone dialing system or an artificial or prerecorded voice.

Excluded from the Settlement Class are the Defendant, and any entities in which the Defendant has a controlling interest, the Defendant’s agents and employees, any judge to whom this action is assigned and any member of such judge’s staff and immediate family.

Any individual or entity who validly requests exclusion from the Settlement Class, as described under Question 10, is not a “Settlement Class Member.” An individual or entity who does not properly exclude him/her/itself is a “Settlement Class Member.”

If you have questions about whether you are part of the Settlement Class, you may call (855) 636-6137 or visit www.ABTCPASettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the settlement provide?

A&B Insurance has agreed to pay \$4,250,000.00 to be divided among all Settlement Class Members who send in a valid Claim Form after settlement administration expenses, approved attorneys’ fees and costs, and approved incentive awards have been deducted.

In response in part to the filing of the Action, A&B Insurance has, in addition to requiring the call center vendors it works with to scrub call lists against the relevant state and federal do not call registries, begun scrubbing call lists before sending them to a vendor. A&B Insurance also has implemented steps to identify mobile telephone numbers, and scrubs those lists as appropriate before sending them to its call center vendors. A&B Insurance also has implemented additional protocols to ensure that consent exists for calls to cellular telephone numbers, including, but not limited to, confirming consent was obtained from any clients or list vendors. Further, A&B Insurance has terminated its relationship with the call center vendors who placed the calls to those individuals on the class list.

6. How much will my payment be?

Your share of the settlement will depend on the number of Claim Forms that Settlement Class Members submit. Class Counsel estimate you will receive approximately \$85 per claim, but this is only an estimate.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

7. How do I make a claim?

To qualify for payment, you must submit a Claim Form by July 9, 2018. There are multiple ways to submit a Claim Form. A Claim Form was mailed to individuals and entities in the Settlement Class in the form of a postcard notice. Read the instructions on the postcard carefully, fill out the form, sign it, and mail it postmarked no later than July 9, 2018. You may also submit a Claim Form online by going to the Settlement Website at www.ABTCPASettlement.com and following directions. You also may download a paper Claim Form from the Settlement Website or by calling the Settlement Administrator at (855) 636-6137. Claim Forms must be postmarked or submitted through the Settlement Website by July 9, 2018. Claim Forms submitted by mail must be mailed to:

A&B Insurance Settlement
Settlement Administrator
P.O. Box 404063
Louisville, KY 40233-4063

8. When will I get my payment?

The Court will hold a hearing on August 30, 2018 to decide whether to approve the settlement. If the settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. Please be patient.

9. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit against A&B Insurance regarding the claims that are subject to the settlement. If the settlement is approved, becomes final, and is not subject to appeal, then you and all Settlement Class Members release all "Released Claims" against all "Released Parties." This also means that all of the Court's orders will apply to you and legally bind you.

The Second Amended Class Action Settlement Agreement (available at www.ABTCPASettlement.com) describes the claims you are releasing (the "Released Claims") and against whom you are releasing claims ("Released Parties") in detail, so read it carefully. To summarize, the release includes state and federal telemarketing claims that arise out of the improper use of an "automatic telephone dialing system," or an artificial or prerecorded voice, to make telephone calls to cellular phones, or calling telephone numbers on the National Do-Not-Call Registry without consent by third party call centers hired by A&B Insurance between August 18, 2012 and April 26, 2017, which is the time period of the calls included in the definition of the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue A&B Insurance, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself—or is sometimes referred to as "opting out" of the Settlement Class.

10. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a written, signed request for exclusion providing your full name, address, and the telephone number or numbers you maintain were called, and include a statement that you wish to be excluded from the Settlement. Your exclusion request must be postmarked no later than July 9, 2018 and sent to the following address:

A&B Insurance Settlement
Settlement Administrator
P.O. Box 404063
Louisville, KY 40233-4063

You cannot exclude yourself via phone, by fax, or email. If you submit a valid request for exclusion, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) A&B Insurance in the future.

11. If I don't exclude myself, can I sue A&B Insurance for the same thing later?

No. Unless you exclude yourself, you give up any right to sue A&B Insurance for the claims that this settlement resolves. If you already have a lawsuit that may relate to the claims being released as part of this class settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is July 9, 2018.

12. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

THE LAWYERS REPRESENTING YOU

The Court has appointed Broderick & Paronich, P.C., The Law Office of Matthew P. McCue, and Howard & Associates, P.A. to represent you and other Settlement Class Members. These lawyers are called Class

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

13. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$1,416,666.67 to them for attorneys' fees. This amounts to 33 1/3% of the total \$4,250,000 fund. Class counsel will also seek an additional \$42,922.86 in reimbursement of their litigation expenses. Accordingly, the total requested attorneys' fees and expenses Class Counsel will seek is \$1,459,589.53. This payment would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also request a service award of \$10,000 for each named Plaintiff to compensate them for their time and effort. Both the fee award and incentive award will be paid directly from the Settlement Fund. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

14. How do I 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. You may give reasons as to why you think the Court should not approve it. The Court will consider your views. To object, you must send a written statement to the Settlement Administrator at:

A&B Insurance Settlement
Settlement Administrator
P.O. Box 404063
Louisville, KY 40233-4063

and at the same time provide a copy to the Court at United States District Court for the Middle District of Florida, 401 West Central Boulevard, Orlando, FL 32801. It must include: your full name; address; the telephone number or numbers that you maintain were called, the name and Civil Action Number of this case (*Youngman and Allen v. A&B Insurance and Financial, Inc.*, Civil Action No. 6:16-cv-01478), and include a statement of your specific objections, as well as any documents that you would like the Court to consider. Any Settlement Class Member who fails to timely submit a written objection in accordance with the terms of this paragraph shall not be permitted to object to the Second Amended Class Action Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Second Amended Class Action Settlement Agreement by appeal or other means and shall be deemed to have waived their objections and be forever barred from making any such objections in the Action or any other action or proceeding. To be timely, the objection must be sent to the Settlement Administrator and the Court on or before the Objection Deadline approved by the Court of July 9, 2018.

15. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

16. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the final fairness hearing at 9:00 a.m. on August 30, 2018, before the Honorable Judge Carlos E. Mendoza at the United States District Court for the Middle District of Florida, 401 West Central Boulevard, Orlando, FL 32801. The purpose of the hearing is for the Court to determine whether the

settlement is fair, reasonable, adequate, and in the best interests of the class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the class representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, www.ABTCPASettlement.com.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was mailed on time, and meets the other criteria described in the Second Amended Class Action Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you do not have to.

18. May I speak at the hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Second Amended Class Action Settlement Agreement if you appear for the final approval hearing. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will not receive any money from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against A&B Insurance about the legal issues released in this case.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Second Amended Class Action Settlement Agreement. You may review the Second Amended Class Action Settlement Agreement on the Settlement Website at www.ABTCPASettlement.com. You can also get a copy of the Second Amended Class Action Settlement Agreement by writing to Anthony Paronich, Broderick & Paronich, 99 High St., Suite 304, Boston, MA 02110, anthony@broderick-law.com.

21. How do I get more information?

You can call (855) 636-6137 toll free; write to A&B Insurance Settlement Administrator, P.O. Box 404063, Louisville, KY 40233-4063; or visit the Settlement Website at www.ABTCPASettlement.com. You also may write to Anthony Paronich, Broderick & Paronich, 99 High St., Suite 304, Boston, MA 02110, anthony@broderick-law.com.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS.