

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

CESAR HERNANDEZ,

Plaintiff,

v.

Case No.: 8:24-cv-00897-WFJ-NHA

CLASS ACTION

WAKEFIELD &
ASSOCIATES, LLC, a foreign
limited liability company,

and

INPHYNET CONTRACTING
SERVICES, LLC, a domestic
limited liability company,

Defendants.

_____ /

CLASS ACTION SETTLEMENT AGREEMENT

COMES NOW, CESAR HERNANDEZ, Plaintiff, and Defendants, WAKEFIELD & ASSOCIATES, LLC, a foreign limited liability company, and INPHYNET CONTRACTING SERVICES, LLC, a domestic limited liability (hereinafter “Defendants”), by and through their respective counsel, have reached an agreement after arms-length negotiations between counsel for all parties, before and during a Court-Ordered Mediation Conference held on

December 23, 2024, and having reached the following the terms and conditions are provided as follows:

RECITALS:

A. The Class Members are a class of individuals (as defined below) on whose behalf Plaintiff filed a class action complaint in the above-styled and numbered cause.

B. The Amended Class Action Complaint in this action alleges that Defendants violated the Fair Debt Collection Practices Act (15 U.S.C. § 1692, *et seq.*, hereinafter the “FDCPA”) and/or Florida’s Consumer Collection Practices Act (“FCCPA”) that such alleged violation renders Defendants liable for statutory damages, actual damages, costs, and reasonable attorneys’ fees.

C. Defendants deny the material allegations in Plaintiff’s Amended Class Action Complaint, dispute both factually and legally that they are liable in any way to Plaintiff or the Class they seek to represent, and further deny that their actions violated state or federal law in any manner, and asserts that even if Plaintiff were to prevail, its maximum class liability is limited by 15 U.S.C. § 1692k(a)(2) and Fla. Stat. § 559.77 to an amount that is less than nominal value, such that there could never be a meaningful distribution of money to the Class Members. Nevertheless, Defendants conclude that their further conduct of this litigation would be protracted and expensive and that

this litigation should be fully, finally, and forever settled in the manner outlined in this Agreement. Plaintiff and Defendants are, therefore, willing to enter into this Agreement to avoid the further expense and inconvenience of litigation and to buy peace and resolve and settle all claims which have been made or could be made against it by Plaintiff and the Class Members arising out of the Defendant's alleged statutory violations.

D. Class Counsel has demonstrated sufficient experience in handling class actions, consumer protection cases, and other complex civil litigation. Class Counsel has analyzed the facts and law relevant to this litigation and recognized the uncertainty of the outcome and the substantial expense and delay associated with the continued prosecution of this litigation against Defendants through trial and appeals. Further, Class Counsel is mindful of the limitations on any possible recovery to the Class Members, even if they were to recover the maximum amount allowed by law, and they recognize that protracted litigation is unlikely to serve the interests of the Class.

E. Based on Class Counsel's analysis of the law and facts at issue in this litigation, and the uncertainty of unsettled or undefined matters of law, the fact that under the statutory scheme applicable to this case, there could never be any meaningful distribution to the Class Members, and under the advice of Class Counsel, Plaintiff has determined that a settlement on the

terms set forth herein is fair, adequate, and reasonable, and thus in the best interest of the Class Members.

F. Based on the Parties' analysis of the law and facts at issue in this litigation, and the fact that under the facts and legal issues are matters of first impression which will extend the conclusive determination of liability or non-liability, the Parties believe that this settlement with the Class Members on the terms set forth below is fair, adequate, and reasonable.

G. The Parties are desirous of entering into and obtaining approval of this Agreement, pursuant to FED. R. CIV. P. 23, to fully and finally resolve all claims and disputes arising out of, or related to Plaintiff's claims of violations of the FDCPA and/or FCCPA by Defendants or any of their officers, directors, shareholders, employees, agents, or representatives.

ARTICLE I
DEFINITIONS

When used in this Settlement Agreement, the following terms shall mean:

1.1 "AGREEMENT" means this Settlement Agreement in the above-styled and numbered cause.

1.2 "BUSINESS DAY" means any day on which national banks are open for the conduct of general business.

1.3 “CLAIMS DEADLINE” means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur sixty (60) days after the Notice Deadline.

1.4 “CLASS” means the class as defined by the Parties below and by the terms of this Agreement, which is described as:

All consumers residing in the State of Florida who were mailed at least one collection letter from Defendant Wakefield regarding a past due medical debt owed to Defendant Inphynet, which sought an additional interest charge in excess of the principal balance from two (2) years before the filing of the operative complaint until September 19, 2024.

The Parties agree that the Class is defined as the 11,173 individuals determined by Defendant Wakefield to meet this Class definition.

1.5 “INTEREST SUB-CLASS” means the class as defined by the Parties below and by the terms of this Agreement, which is described as:

Those 62 individuals within the Class defined above who paid Defendant Wakefield an amount in excess of the principal balance of the debt.

The Parties agree that Defendant Wakefield has identified the members of the Interest Sub-Class as the 62 specific individuals who paid more than the balance placed by Defendant Inphynet.

1.6 “CLASS COUNSEL” means the law firm of Swift, Isringhaus, Dubbeld & McEleney, PLLC located at 11300 4th Street, North, Suite 260, St. Petersburg, Florida 33716 and Joshua R. Jacobson, Esquire of Jacobson Phillips, PLLC located at 478 E. Altamonte Drive, Suite 108-570, Altamonte Springs, Florida 32701.

1.7 “CLASS MEMBERS” means those 11,173 consumers identified by Defendant Wakefield matching the description and criteria stated in Section 1.3 above.

1.8 “GENERAL CLASS NOTICE¹” means the proposed notice, in a form substantially similar to that attached hereto as **Exhibit A-1**, as approved by the Court. Upon the determination of the Court, that Exhibit shall thereafter be the “Class Notice 1” and “**Exhibit A-1**” for all purposes throughout this Agreement.

1.9 “INTEREST SUB-CLASS NOTICE” means the proposed notice, in a form substantially similar to that attached hereto as **Exhibit A-2**, as approved by the Court. Upon the determination of the Court, that Exhibit shall

¹ The Parties anticipate providing a short form notice with the essential terms to each class member, with a URL to obtain the complete information contained in A-1 and A-2, with access to obtain a printable long form version of the applicable notice.

thereafter be the “Class Notice 2” and “**Exhibit A-2**” for all purposes throughout this Agreement.

1.10 “CLASS PERIOD” means April 12, 2022, up to and including September 19, 2024.

1.11 “CONSUMMATION DATE” means the date upon which all obligations and duties of the Parties have been effectuated and the Agreement has been closed.

1.12 “COURT” means the United States District Court for the Middle District of Florida, Tampa Division.

1.13 “DEFENDANT WAKEFIELD” means Wakefield & Associates, Inc. (hereinafter referred to as either “Defendant Wakefield” or “Wakefield”) and includes all respective present, past, and future employees and entities and their respective officers, shareholders, insurers, attorneys, agents, representatives, contractors, clients, vendors, members, boards of directors, affiliates, parent companies, subsidiaries, and their predecessors, successors, assigns, and any person or entity in privity with them, singular or plural, jointly and severally.

1.14 “DEFENDANT INPHYNET” means Inphynet Contracting Services (hereinafter referred to as either “Defendant Inphynet” or

“Inphynet”) and includes all respective present, past and future employees and entities, and their respective officers, shareholders, insurers, attorneys, agents, representatives, contractors, clients, vendors, members, boards of directors, affiliates, parent companies, subsidiaries, and their predecessors, successors, assigns, and any person or entity in privity with them, singular or plural, jointly and severally.

1.15 “EFFECTIVE DATE” means the date the Court finally approves this Agreement, and neither Defendant, Plaintiff, nor Class Counsel have given notice of withdrawal as provided in Section 4.2. This Agreement shall be finally approved only after the Court has entered the Final Order and Judgment, and the time for perfecting an appeal of such Final Order and Judgment has expired with no appeal taken; final dismissal of any appeal taken; or affirmance of the Final Order which is not subject to further review by any court with appellate jurisdiction over the Litigation, and such Final Order and Judgment has not been vacated or reversed.

1.16 “FAIRNESS HEARING” means the hearing to be conducted by the Court according to FED. R. CIV. P. 23 to consider the fairness, adequacy, and reasonableness of the settlement reflected in this Agreement. This hearing and hearing date shall be determined by the Court.

1.17 “FINAL ORDER AND JUDGMENT” means the final order and judgment to be entered by the Court approving this Agreement as fair, adequate, and reasonable under FED. R. CIV. P. 23, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement.

1.18 “INITIAL NOTICE DATE” means: the date the Class Notices will be mailed to each CLASS MEMBER within the State of Florida, no later than twenty-one (21) days after the Preliminary Approval Date.

1.19 “LITIGATION” means the above-captioned and numbered case.

1.20 “PARTIES” means the Class Members (including Plaintiff) and Defendants.

1.21 “PRELIMINARY APPROVAL DATE” means the date the Court enters its order granting Preliminary Approval of Class Action Settlement Agreement in a form substantially similar to that attached as **Exhibit B**.

1.22 “RELEASED CLAIMS” means any claims, actions, 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 (including the FDCPA), state law (including the FCCPA), common law, territorial law, or foreign law right of action or of any other type or form (whether in contract, tort, or

otherwise, including statutory, common law, property, and equitable claims), including all “Unknown Claims” (as defined below), which Plaintiff or a Class Member has arising out of, based upon, or in any way relating to the class claims asserted in the Lawsuit, including but not limited to:

- a. Claims arising out of or related to any of the allegations, facts, events, occurrences, acts, or omissions mentioned or referred to in the complaint filed in the Lawsuit or other matters that were or could have been brought or asserted against the “Released Parties” (as defined below) relating to Defendants’ written or oral communications in the Litigation.
- b. Claims arising out of the prosecution or defense of the Litigation including, but not limited to, claims related to the execution of this Agreement, such as claims of fraud in the inducement, negligent misrepresentation, or fraud, except that nothing herein releases any claim arising out of the violation or breach of this Agreement; and
- c. Claims arising out of or related to the notice of this settlement.

1.23 “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means

for Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the short-form (postcard) Notice and long-form notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall include a mechanism for Class Members to submit a claim electronically.

1.24 "UNKNOWN CLAIMS" means: Any claims that Plaintiff or any Class Member does not know or even suspect to exist against any of the Released parties, which, if known, might have affected their decision regarding the settlement of this Litigation. Plaintiff further acknowledges, and the Class Members shall be deemed to accept, that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but thoroughly, finally, and forever settle and release any Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon actions or conduct occurring on or

before the date of the Agreement, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties.

1.25 “RELEASED PARTIES” means Wakefield and Inphynet and each of their respective past, present, and future directors, officers, employees, partners, principals, agents, underwriters, insurers, co-insurers re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company, and all assigns, licensees, divisions, clients, joint ventures and any entities directly or indirectly involved in the Litigation, and all of their subsidiary entities, and any other related entity.

1.26 This Agreement and the settlement embodied herein shall not release any debt owed to Defendant Inphynet by the Class, nor shall this settlement operate as an accord and satisfaction of such debt.

Article II
TERMS AND CONDITIONS OF THE SETTLEMENT

Plaintiff and Defendants agree to the following settlement, subject to the terms and conditions of this Agreement and the terms and conditions of the incorporated documents. The relief provided for under this Agreement is in full satisfaction of all of Defendant Wakefield’s and Defendant Inphynet’s’ liability

for all Released Claims (as defined above) of Plaintiff and all of the Class Members.

2.1 Class Action Settlement Procedures

A. Plaintiff and Defendants shall file a Joint Motion for Approval of Class Action Settlement Agreement with the Court (the “Joint Motion for Preliminary Approval”) seeking entry of an Order of Preliminary Approval of Settlement (the “Preliminary Approval Order”) that would (1) preliminarily approve this Agreement and the proposed notice to the Class regarding the Settlement Motion and the relief sought thereby (the “Class Notice 1”); (Class Notice 2”) and (2) direct that the Class Notice be distributed to the Class in the manner described below. The two Class Notices and Preliminary Approval Order shall be in a form, whether in long form or short form, substantially similar to those attached hereto and incorporated herein by reference as **Exhibits A-1, A-2 and B**, respectively.

The Class Notices shall inform the Class of the nature of this litigation, the proposed settlement and the explanation of the claims process. The Interest Class Notice shall include information explaining the process of receiving the amount of the reimbursement of the specific interest for that consumer and entitlement to the portion of the General Class Fund.

Class Members shall be informed as to how to file or submit a claim for a portion of the Class Settlement Fund, which shall be in a form substantially similar to that attached hereto and incorporated herein by reference as **Exhibit A-1 and A-2.**

The respective Class Notices shall be distributed individually to each Class Member. The Parties will provide a short-form postcard notice providing the essential details of this Agreement, along with a detachable claim form that is pre-filled with the claimant's information and with return postage pre-paid ("Postcard Notice").

Furthermore, Plaintiff and Class Counsel will support the Settlement and will take no action inconsistent with such support.

The electronic data containing the Class Member list shall be returned to the Defendant's counsel and Class Counsel shall certify that they are not in possession of any copies or other data containing this information. Class Counsel agree to return any hard copies of the data to Defendant's counsel, destroy or delete any electronic records relating to the class member list, and provide certification of having done so within five (5) business days from the date this Agreement is signed by the Parties. The electronic data or other documents containing the Class Members list shall be held in trust by Defendant's Counsel and not destroyed or disposed of until the terms and

conditions of dismissal and payment under this Settlement Agreement have been completed by the Parties. Should it be necessary to continue with the Lawsuit, the electronic data or other Class Member list will be returned to Class Counsel for their use in providing other required notices in this case.

B. The settlement shall be administered by Defendant Wakefield, utilizing a class administrator of its selection. The cost of the Class Administration, including providing Notice to the Class, administering claims, and the distribution of the Settlement Funds shall be borne by Defendant Wakefield.

C. Plaintiff shall file a Motion for Approval of the Final Order and Judgment (the “Final Settlement Motion”) seeking the entry of the Final Order and Judgment, finally approving the Agreement following the Fairness Hearing before the Court. Among other things, the Final Order and Judgment shall include provisions that dismiss the Litigation with prejudice, approve the proposed relief to the Class, award compensation to the Plaintiff and attorney’s fees, expenses, and costs to Class Counsel, and grant the individual and class releases described in this Agreement.

D. Defendants’ agreement to support the Preliminary and Final Settlement Motions, for purposes of this Agreement only, shall be without prejudice to any *status quo ante* defenses, rights, or positions in the Class

Action. In the event this Agreement is not approved by the Court, or if approval of this Agreement, including the entry of the Preliminary Approval Order or the Final Order and Judgment, is reversed or modified on appeal (except for the modification of any attorney's fee award), or any one of the conditions precedent set forth in Article IV of this Agreement is not met or any termination right under Section 4.2. of this Agreement is exercised, then the Preliminary Approval Order, the Final Approval Order, this Agreement, and all findings of fact and conclusions of law therein, shall be automatically dissolved without further order of the Court, deemed null and void and of no force and effect, and in such event all *status quo ante* rights of Defendants to, among other things, (i) oppose any efforts by the Plaintiff to pursue this action as a class action, and (ii) all other defenses, rights, and positions shall in all respects be unaffected and preserved as shall those rights of Plaintiff and the Settling Class.

2.2 The Class. The Class is defined in Section 1.3 above.

2.3 Settlement Consideration. Subject to the terms of this Agreement,

Defendants agree to provide the following relief to Plaintiff and the Class:

A. General Class Award: Defendant Wakefield agrees to pay each participating class member a *pro rata* share of the Settlement Funds. Each individual class member who timely returns the statutory damage claim or otherwise provides a timely and sufficient

claim (electronic or via mail) to the class administrator within the stated deadline. The Parties agree that the total class size is 11,173 consumers, with a total lump sum of \$87,500.00¹. The payment shall be disbursed from this total sum for each valid and timely claim. The distribution to each General Class Member shall not exceed \$1,000.00.

- B. **Interest Class Reimbursement**- Defendant Wakefield has determined that 62 of the 11,173 paid an amount in excess of the principal and agrees to refund the Interest Class Member their respective “Interest Over-Payment” in addition to his/her General Class Award as documented in the attached Spreadsheet. The total amount of these payments is \$1,695.15. Members of this Award shall be provided a Class Notice 2 form which will not require participation in the claims process.
- C. **Cy Pres Contribution**- Following the completion of the General and Interest award procedures and distribution, any remaining unclaimed or undeliverable funds shall be disbursed directly to the Bay Area Legal Services, Inc. from the Class Administrator as a *cy pres* distribution on behalf of the Class.
- D. **Stipulated Equitable Relief** – Defendant Wakefield represents and warrants that it has already ceased including of interest in excess of the principal balance for Inphynet consumers as of September 19, 2024, Defendant agrees to implement sufficient modifications to its business practices to ensure that interest shall not be charged to Florida consumers in the future unless there is a clearly defined statutory or contractual provision allowing the interest charge.

¹ The determination of the Settlement Funds is based in part, on review of the Defendant, Wakefield’s net worth for the tax years of 2022 and 2023. The amount exceeds one (1) percent of the net worth for 2022 tax year which is consistent with the class action damage award stated in Section 1692k.

Wakefield further agrees to waive the interest added to the 11,173 consumers which, represents a benefit to the class of approximately \$1,013,000.00.

- E. **Class Representative Compensation-** Defendant Wakefield agrees to separately compensate Plaintiff, as Class Representative, Three Thousand Dollars (\$3,000.00) for his services and compensation to the Class Representative and as authorized by the FDCPA and FCCPA.

 - F. **Class Notice and Settlement Administration.** Defendants shall bear the costs of class notification and further administration.

 - G. **Attorney's Fees and Costs.** Defendant Wakefield shall pay Class Counsel their reasonable attorney's fees, expenses, and costs of an amount, as approved by the Court, no later than ten (10) business days after the Effective Date. Wakefield will not oppose any total amount of fees, costs, or expenses requested by Class Counsel, up to and including \$75,000.00. Defendants may challenge or oppose any amount requested in excess of \$75,000.00, or any portion thereof.
- 2.4 **Class Members' Release and Exclusive Remedy.**
- A. Upon entry of the Final Order and Judgment, each Class Member, including the Plaintiff, on behalf of such Class Members and of any person claiming by or through each such Class Member as heir, administrator, devisee, predecessor, successor, representative of any kind, or assignee shall be deemed to release and forever

discharge the Released Parties, from any and all of the Released Claims.

- B. The relief described herein is the exclusive method of recovery and exclusive remedy for all Class Members for any and all of the Released Claims, and shall be in lieu of any other remedy or right of action against the Released Parties for the Released Claims.

Accordingly, the Released Parties shall not be subject to liability of any kind to any Class Member with respect to any of the Released Claims, other than as set forth in this Agreement.

- C. Each Class Member, upon the Court's entry of a Final Order and Judgment, shall be enjoined by that Order from instituting or maintaining any action for the Released Claims against the Released Parties. The Court's Final Order and Judgment shall enjoin such actions for the Released Claims. The Court shall retain jurisdiction over the administration of this Agreement and may use its equitable powers to enforce this Agreement.

2.5 Class Counsel's Attorney's Fees and Expenses. Class Counsel and Defendants have separately agreed that Defendant Wakefield shall pay Class Counsel's attorney's fees, expenses, and costs, as approved by the Court. The awarded sum represents Class Counsel's total claim to attorney's fees and

costs. These funds shall be separately distributed to Class Counsel as provided above in Section 2.3.E, and shall not diminish the overall General Class award and Plaintiff's individual award.

2.6 Attorney's Fees of Individual Class Members. Any Class Member or other person may be represented by counsel of his or her choice, but all fees and expenses of such counsel, if other than Class Counsel paid under Section 2.3.E hereof, shall be paid by the Class Member or other person.

2.7 No Admission of Liability by Defendants. The parties and their attorneys stipulate that this Agreement does not constitute an admission by Defendants, that any claim or fact alleged by any party in the Class Action is true or correct, and Defendants expressly deny any liability or wrongdoing whatsoever in connection with matters which are the subject of the Class Action.

2.8 Objection Period for Class Members.

A. Class Members, or any other person, shall notify the Court, Class Counsel, and counsel for Defendants, in writing, of their intent to object as set forth in the Class Notice to one or more of the terms of this Agreement or the Conditional Order.

B. Subject to Court approval, the Preliminary Approval Order will require that such notice of objections shall include:

- (1) a concise statement of each objection being made;
- (2) a detailed description of the facts underlying each objection;
- (3) a detailed description of the legal authorities underlying each objection;
- (4) a statement of whether the objector intends to appear at the Fairness Hearing;
- (5) a list of witnesses whom the objector may call by live testimony, oral deposition testimony or affidavit during the Fairness Hearing; and
- (6) a list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all of the exhibits.

C. Subject to Court approval, the Preliminary Approval Order shall further provide that: Class Members, and all other interested persons shall file such notice of objections with the Court and serve such notice of objections or opt outs upon Class Counsel and counsel for Defendants at the addresses set forth in Section 5.7 no later than sixty (60) calendar days from the mailing of the Notices. Unless otherwise agreed by both Defendants and Class Counsel, any Class Members or other persons who fail to properly or timely file their objections with the Court, or fail to timely serve such objections on Class Counsel and counsel for Defendants, shall not be heard during the Fairness Hearing and the Court will not consider their objections.

2.10 Opt Outs. Class members may opt out of the Settlement within sixty (60) calendar days from the mailing of the Notice.

2.11 Mutual Limited Confidentiality. The Parties agree to the following mutual limited confidentiality terms (the “Mutual Limited Confidentiality Agreement”), which shall take effect upon the execution of this Agreement by the Parties:

- A. Other than facilitating the settlement, dismissal, administration and closure of this case, the Parties, including Class Counsel and Defense Counsel expressly agree that they will not directly or indirectly contact or reveal to, or through any media, including but not limited to, the news media, newsletters, web-sites, chat rooms, blogs, consumer protection organizations, including those representing or consisting of consumers, consumer protection organizations, organizations of consumer attorneys, or organizations whose purpose is to provide information to attorneys or cause to be published or disseminated to the general public or in advertising or promotional material; the existence and/or details of this Litigation or the terms and conditions contained in this Settlement Agreement.
- B. If either Party is contacted by the news media or any third party, that Party will not discuss the terms and conditions of said settlement and/or other details of the settlement, or the Litigation,

other than to confirm that the Litigation settled on terms both Parties believe to be fair, reasonable, and adequate.

- C. Class Counsel agree to immediately remove any reference of this case from any web-site owned or controlled by the law firms or lawyers employed as Class Counsel in this case and not to have any reference of any kind to this case on such website or websites in the future.

The Mutual Limited Confidentiality Agreement does not apply to or affect Class Counsel's right and obligation to discuss the terms and conditions of the Settlement Agreement with any prospective Class Member. The Mutual Limited Confidentiality Agreement also does not restrict Class Counsel from referring to this Litigation in the course of representation of future or existing clients or to demonstrate the skill and experience of the lawyers involved for court required events such as fee hearings or class certification experience. The Mutual Limited Confidentiality Agreement is subject to orders of any duly authorized court or governmental agency. If either Party is requested or ordered by a court or governmental agency to disclose information otherwise protected by the Mutual Limited Confidentiality Agreement, that Party will notify the other Party within a reasonable amount of time or receiving notice of the request or order so that the other Party may appear and oppose it.

Article III
Representations and Warranties

3.1 Representations and Class Counsel's Warranties. Class Counsel represents and warrants that they believe the settlement outlined in this Agreement is in the best interests of the Plaintiff and Class Members. However, such representations shall not constitute giving legal advice to Defendants, who stipulate it is relying on the legal advice of its own attorneys in deciding whether to enter into this settlement. Class Counsel further warrant that they have no other current or former employees of their law firms, their spouses, or any other retained client who is a Class Member who has been specifically retained or contacted to deliberately opt out of this Settlement Agreement to continue with individual claims against the Defendants regarding the issues or disputes involved in this lawsuit.

3.2 Representations and Warranties of the Plaintiff. Plaintiff represents and warrants as follows: that on the date of execution of this Agreement he is the owner of the individual claims asserted in the Litigation, he has not assigned, pledged (except to their attorneys), sold or otherwise transferred such claims (or an interest in such claims), and that on the Effective Date, he will own such claims free and clear of any and all liens, claims, charges, security interests or other encumbrances of any nature obligations under this Agreement in all material respects. Additionally, Defendants' obligation to

provide the class the relief described herein and to proceed with closing shall be subject to the satisfaction of each of the following conditions to closing on or prior to the Consummation Date (unless Defendants waive such conditions); the Effective Date shall have occurred; the Court shall have approved and signed a Final Judgment that includes a release of all of the Released Claims; Defendants and Plaintiff shall have been furnished with such additional documents as may be reasonably required in order to implement the transactions contemplated by this Agreement; and; the representations and warranties contained in Article III of this Agreement shall be true and correct as of the date of execution of this Agreement.

ARTICLE IV
MISCELLANEOUS PROVISIONS

4.1 Appeals. If an appeal is taken by a Class Member or any other person from the Order Granting Preliminary Approval of the Settlement or the Final Order and Judgment, then the Parties to this Agreement agree to jointly support the position on such appeal that the order or orders appealed from should be affirmed in its entirety and to file briefs or other appropriate court papers supporting that position. Nothing contained herein, however, shall prejudice the rights of Plaintiff, Class Counsel, or Defendants to appeal from

any order of the Court that is inconsistent with the orders contemplated by this Agreement.

4.2 Termination. This Agreement shall be terminated by either Plaintiff or the Defendants upon five (5) Business Days written notice if the Court rejects or the Parties do not adhere to any of the terms, conditions, or representations of the Agreement. If this Agreement is terminated, Plaintiff, Defendants, and each of the Class Members shall be deemed to be in the same position as existed before its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by Defendants and Plaintiff into these settlement discussions. This Agreement and all other understandings and agreements between the parties and their respective counsel relating to the settlement shall be deemed null and void and of no force and effect. In that event, the parties will jointly notify the Court of the need to proceed with the case and re-set deadlines and dates under the existing Scheduling Order.

4.3 Submission of Electronic and Hard Copy Claims. Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

4.4 Distribution of Settlement Funds. Subject to Approval of the Court, the settlement funds will be distributed as follows:

- A. Within twenty (20) days after the Effective Date, checks representing the distribution due to Plaintiff and Class Counsel described above will be sent by Wakefield to Class Counsel.
- B. Within twenty (20) days after the Effective Date, payments for approved Claims to the Class (under paragraphs 2.3(A) and 2.3(B)), *supra*, shall be issued in the form of a check.
- C. Settlement checks shall bear the legend that they expire if not negotiated within sixty (60) days of their date of issue.
- D. **Returned Checks.** For any settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the settlement Payment within thirty (30) days after the electronic payment or check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information.

Any replacement settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

- E. A check representing the *cy pres* distribution on behalf of the Class will be sent by Class Action Administrator to Bay Area Legal Services, Inc., after one-hundred twenty (120) calendar days from the Effective Date. The award shall represent any remaining unclaimed or undeliverable funds held by the Class Administrator after the expiration of this period.

4.5 No Admission. The Parties and their attorneys stipulate that this Agreement is a compromise of disputed claims and that this Agreement is entered into without admitting any liability, which liability is expressly denied, and without agreement by any Party to any of the allegations made by another Party. The Parties and their attorneys further stipulate that nothing contained in this Agreement, the supporting documents, or the negotiations leading up to this Agreement shall be construed as an admission of liability or wrongdoing of any kind, and in the event that this Agreement is terminated

this Agreement shall not act or be construed as a waiver of any claim or defense that Defendants or Plaintiff may have in the Litigation.

4.6 Entire Agreement. This Agreement, including all referenced Exhibits, is the Parties' entire agreement. All antecedent or contemporaneous extrinsic representations, warranties, or collateral provisions concerning the negotiation and preparation of this Agreement are intended to be discharged and nullified.

4.7 Modification. No modification of this Agreement may be made, except by written agreement executed by Plaintiff, Class Counsel, and Defendants, and approved by the Court.

4.8 Notices. All notices between and to Class Counsel and Defendants required under this Agreement shall be sent by first class U.S. Mail, by hand delivery, or by any other verifiable means, to the recipients designated in this Agreement. The timeliness of all submissions and notices shall be measured by the date that is three (3) days after the date of the postmark (if sent by mail) or by the date of receipt (if hand delivered or sent by other verifiable means).

The persons designated to receive notice are as follows:

A. Class Counsel

Swift, Isringhaus, Dubbeld & McEleney, PLLC
Aaron M. Swift, Esquire,

11300 4th Street, North, Suite
260 St. Petersburg, Florida
33716
aswift@swift-law.com

Joshua R. Jacobson, Esquire
Jacobson Phillips, PLLC
478 E. Atlamonte Drive, Suite 108-570
Altamonte Springs, Florida 32701
joshua@jacobsonphillips.com

B. Defendant Inphynet Contracting Services, LLC.

Nelson Mullins
Peter Goldman, Esquire
Nina Welch, Esquire
One Financial Plaza
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Peter.Goldman@nelsonmullins.com
nina.welch@nelsonmullins.com

C. Defendant Wakefield & Associates, LLC

Zimmerman, Kiser & Sutcliffe, P.A.
Ernest H. Kohlmyer, III, Esquire
315 East Robinson Street, Suite 600
Orlando, Florida 32801
SKohlmyer@zkslaw.com

4.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed

an original, and all of which, taken together, shall constitute the same Agreement.

4.9 Applicable Law. This Agreement shall be governed by and shall be construed and enforced by the laws of the United States and the State of Florida without regard to any conflict of law provision in said laws of the State of Florida that might otherwise require the application of the laws of a jurisdiction other than that of the State of Florida to the performance, validity, construction, or enforcement of this Agreement.

4.10 Headings. Article and Section headings in this Agreement are for convenience of reference only. They are not to be taken to be a part of the provisions of this Agreement, nor to control or affect meanings, constructions, or the effect of the same.

4.11 Benefit of Agreement. The Agreement shall be binding upon and inure to the benefit of the parties hereto, the Class Members, the Released Persons, and their respective successors, heirs, and assigns. Nothing in this Agreement is intended or shall be construed to give any other person or corporation any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision entered.

4.12 Place of Performance. This Agreement shall be performed in the Middle District of Florida, Tampa Division.

4.13 Best Efforts. All signatories to this Agreement and their counsel shall exercise their best efforts to take all steps and expend all efforts that may become necessary to effectuate this Agreement.

4.14 Parties Are Equal Drafters. The parties shall be deemed to have drafted this agreement equally, and the settlement documents shall not be construed strictly against Plaintiff or Defendants.

SIGNATURE PAGE

IN WITNESS WHEREOF, the PLAINTIFF has executed this Settlement Agreement on the date below.

Cesar Hernandez

Cesar Hernandez (Jan 7, 2025 22:51 EST)

CESAR HERNANDEZ, individually and in his capacity as Plaintiff/Class Representative

07/01/25

SIGNATURE PAGE

IN WITNESS WHEREOF, the **DEFENDANT WAKEFIELD & ASSOCIATES, LLC.** as executed this Settlement Agreement on the date set

SIGNATURE PAGE

IN WITNESS WHEREOF, the DEFENDANT INPHYNET CONTRACTING SERVICES, LLC has executed this Settlement Agreement on the date set forth below.

DocuSigned by:
Paula Dearolf
C01BDD1ABC1D4B7...

(Signature)

Paula Dearolf
Name: _____
As Authorized Representative of INPHYNET
CONTRACTING SERVICES, LLC

1/13/2025
Date: _____






Hernandez.Class Action Settlement Agreement. revised.proposed.122324.v7_clean

Final Audit Report

2025-01-08

Created:	2025-01-03
By:	Joshua Jacobson (joshua@jacobsonphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASP94sZUV7W8ZJ7aUp0sYzNfillwj9yF_b

"Hernandez.Class Action Settlement Agreement.revised.proposed.122324.v7_clean" History

-  Document created by Joshua Jacobson (joshua@jacobsonphillips.com)
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