

## AGREEMENT FOR CLASS ACTION NOTICE AND ADMINISTRATION SERVICES

This Agreement is entered into as of the date shown below between CITY OF OCALA, FLORIDA (“Client”) represented by GrayRobinson, P.A., 301 East Pine Street, Suite 1400, Orlando, FL 32801 (“Counsel”), and THE NOTICE COMPANY, INC., with offices at 94 Station Street, Suite 1, Hingham, MA 02043 (“Administrator”).

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. General Provision.** In exchange for Administrator’s services, Client will pay the fees allocated to those services, all as described herein.

**2. Services.** Administrator will provide the following services:

**A. Required Services.** Administrator will provide the services as described on Attachment A hereto (the “Required Services”). Unless otherwise specified in Attachment A, Client or its Counsel shall give Administrator at least twenty (20) business days’ prior written notice of the commencement date for such Required Services.

**B. No Legal Advice.** The parties agree and understand that Administrator shall not provide, and its actions shall not be construed as providing, Client or members of the Class with any legal advice.

**3. Fees.** Client will pay Administrator for the Required Services in accordance with the fee schedule described in Attachment A hereto.

**4. Manner of Work.**

**A. Reasonable and Professional Work.** All services provided by Administrator will be performed in a reasonable and professional manner in accordance with this Agreement.

**B. Reliance.** Administrator shall be entitled to rely on the instructions given and requests made by Client, Counsel and their employees, attorneys, or other designated representatives, and such instructions or requests shall be binding on Client.

**C. Reports.** Before Administrator prepares any report for submission to a Court or to any of the parties in a judicial proceeding, Client or its Counsel shall provide Administrator with the proper form for such report.

**D. Disbursement of Funds.** Before Administrator prepares checks or engages in other work to disburse funds to claimants in the Case, Client or its Counsel shall provide Administrator with a copy of the Court order authorizing such disbursement.

**5. Additional Work.**

**A. Time and Expenses.** If Administrator is required to perform work other than the Required Services, Client shall pay for the time and expenses of Administrator that are incurred in connection with the handling of such other work at the Administrator’s standard rates with payment due within thirty (30) days of the performance of such work unless the parties agree in writing to other terms and conditions.

**B. Witness Appearances.** Nothing in this Agreement shall be construed as requiring Administrator or any of its directors, officers, employees, affiliates, representatives, suppliers and agents (collectively the “Admin Staff”) to appear as a witness in any trial, deposition, hearing or other proceeding, including any appearance or work as an expert witness.

6. **Relationship.** Client and Administrator are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

7. **Force Majeure.** Whenever performance by the Administrator of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions or by reason of any other matter beyond the Administrator's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

8. **Miscellaneous.** Client agrees that except as expressly set forth herein, Administrator makes no representations or implied warranties of merchantability, fitness or adequacy for a particular purpose. The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the ~~Commonwealth of Massachusetts~~ <sup>STATE OF FLORIDA</sup>, with any disputes relating to the subject matter hereof to be resolved solely in the courts located in ~~the Commonwealth of Massachusetts~~ <sup>MARION COUNTY, FLORIDA,</sup> ZKW

9. **Entire Agreement/Modifications.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Agreement. Client represents that it is fully authorized and empowered to enter into this Agreement and that its performance hereunder, including the directions and instructions it provides to Administrator, will not violate any applicable law, Court order, government regulation, or agreement to which Counsel is a party. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of Client and an officer of Administrator.

10. **Counterparts; Effectiveness.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of March 14, 2022.

THE NOTICE COMPANY, INC.

CITY OF OCALA, FLORIDA

By

  
\_\_\_\_\_  
Joseph M. Fisher, President

By

  
\_\_\_\_\_  
Print Name: KEN WHITEHEAD  
Title: ASSISTANT CITY MANAGER

## Attachment A to

### AGREEMENT FOR CLASS ACTION NOTICE AND ADMINISTRATION SERVICES

CASE: *DISCOUNT SLEEP OF OCALA, LLC et al, v. CITY OF OCALA, FLORIDA*, Case No. 2014 CA 000426,  
Circuit Court of the Fifth Judicial Circuit, Marion County, FL

CLIENT: CITY OF OCALA, FLORIDA

WORK DESIGNATION: **REQUIRED SERVICES**

#### **General Responsibility:**

Administrator will assist in providing notice to eligible members of the Class as described below:

#### TASK 1: Prepare and Mail Out Notice

- a. Receive from Client or its Counsel a single Database in acceptable electronic format (e.g., Excel) containing approximately 89,073 entries, including names and mailing addresses
- b. Data clean up and prep
- c. Update address information through the National Change of Address (NCOA) service as licensed by the U.S. Postal Service (USPS)
- d. Receive Notice Document (1 page) in electronic format (e.g., as a Word document)
- e. Administrator shall receive the Database and Document at least twenty (20) business days prior to desired mailing date
- f. Prepare approximately 89,073 copies of the Document for mailing, with Document to be formatted as a self-mailer
- g. Set up a Post Office Box to receive returned mail
- h. Send out by U.S. mail the Document to the address Database

NOTE: All documents are English only; no foreign-language translations. No exclusions (opt outs) and no claims process are provided.

#### TASK 2: Returned Mail

- a. Receive at P.O. Box mail pieces returned by the Postal Service
- b. Returned mail to be held pending further instructions from Client or Counsel
- c. No skip traces, address look-ups or remailings

#### TASK 3: Website. Phone and Email

- a. Administrator not responsible for creating or maintaining website or online content.
- b. Administrator not responsible for establishing or maintaining phone or email methods of communications for members of the Class

**EXCLUSIONS:**

- a. Administrator is not providing the following services: Telephone calls or other communications from or with class members.
- b. Administrator is not responsible for issuing any payments.

**COMMUNICATIONS:**

Administrator may rely on instructions received from Client's Counsel, GrayRobinson, P.A., including emails received from Jason.Zimmerman@gray-robinson.com and Savannah.Clifton@gray-robinson.com.

**FEES TO BE PAID TO ADMINISTRATOR**

Data Prep                    \$16,450.00  
and Printing:                To be received by Administrator within five (5) days of execution of Agreement

Postage:                    Client to specify class of service: First-Class or Standard Mail  
                                  Client to inform Administrator within five (5) days of execution of Agreement

Postage costs are currently estimated (but not guaranteed) to be in the following ranges:

First-Class Mail:	\$38,000 to \$44,000
Standard Mail:	\$25,000 to \$30,000

After data processing, Administrator to provide a postage statement to Client, with payment of postage to be received by Administrator within three (3) days of receipt of postage statement

Note:                        Administrator shall have no obligation to proceed with work if the fees as specified above are not received when due.

**OPTIONAL ITEMS (to be added only if requested by Client)**

- A. Preparation of a Declaration to be submitted to the Court:  
                                  \$2,500.00
- B. Remailing items returned by the Postal Service with a forwarding address:  
                                  \$4.95/item (includes data entry and postage)