

# Exhibit D

***Lenorowitz v. Mosquito Squad of Fairfield and Westchester County,***  
**United States District Court for the District of Connecticut,**  
**Case No. 3:20-cv-01922-OAW**

If you received a prerecorded voice message from Mosquito Squad of Fairfield and Westchester County on either your cellular phone or residential landline from April 1, 2019 to the present, marketing or promoting Mosquito Squad's services via the Mobile Sphere calling platform, you may be entitled to benefits under a class action settlement.

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

- This notice concerns the proposed settlement to resolve claims in the lawsuit *Lenorowitz v. Mosquito Squad of Fairfield and Westchester County*, U.S.D.C., District of Connecticut, Case No. 3:20-cv-01922-OAW.
- Plaintiff Samuel Lenorowitz ("Plaintiff") alleges that Mosquito Squad of Fairfield and Westchester County ("Mosquito Squad") violated the Telephone Consumer Protection Act 47 U.S.C. § 227, et seq. (the "TCPA") by placing unsolicited prerecorded voice messages to telemarket and advertise its services. Mosquito Squad denies Plaintiff's allegations, denies any wrongdoing whatsoever, and has not conceded the truth or validity of any of the claims against it. By entering into the settlement, the parties seek to avoid the risks and costs associated with further litigation.
- If you received a prerecorded voice message from Mosquito Squad of Fairfield and Westchester County on either your cellular phone or residential landline from April 1, 2019 to the present, marketing or promoting Mosquito Squad's services via the Mobile Sphere calling platform, your rights may be affected by this class action settlement.
- Depending upon how many class members submit valid claim forms, claimants may choose to receive up to \$3,000 in cash. No class member will be entitled to receive greater than \$3,000 as a result of this settlement.
- The Settlement will provide a total of \$765,000 (the "Settlement Fund") to settle and release claims of persons who received the above described telephone call during the time period set forth above (the "Settlement Class").
- The Settlement Fund shall be used to pay all amounts related to the settlement, including awards to Settlement Class Members who submit a valid and timely claim form to receive payment ("Claim Form"), attorneys' fees and costs to attorneys representing Plaintiff and the Settlement Class ("Class Counsel"), any service awards to Plaintiff and the costs of notice and administration of this Settlement. No class member will be entitled to receive greater than \$3,000 as a result of this settlement. Monies remaining in the Settlement Fund if checks are uncashed will be redistributed, if practicable, to claimants who cashed their checks. If subsequent distributions to Settlement Class Members are not economically feasible, monies remaining will be

distributed to \_\_\_\_\_, a charity approved by the Court. No amount of the Settlement Fund will revert to Defendants.

- **Your rights and options relating to the settlement, and the deadlines by which to exercise them, are explained in this Notice. 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	If you are eligible to submit a Claim and submit a valid Claim Form by _____, you will receive a payment and will give up your rights to sue Mosquito Squad of Fairfield and Westchester County and/or any other released parties on a released claim. Claim Forms may be submitted by mail to _____ or through the settlement website by clicking _____.
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Mosquito Squad of Fairfield and Westchester County and/or other released parties in the future. The deadline for excluding yourself is _____.
OBJECT TO THE SETTLEMENT	Write to the Court about why you believe the settlement is unfair in any respect. The deadline for objecting is _____. To obtain a benefit from this settlement, you must still submit a Claim Form. If you submit only an objection, you will not receive any benefit from the settlement, and you will give up your rights to sue Mosquito Squad of Fairfield and Westchester County and/or any other released parties on a released claim.
DO NOTHING	If you do nothing, you will not receive any cash or voucher payment, but you will give up your rights to sue Mosquito Squad of Fairfield and Westchester County and/or any other released parties on a released claim.
GO TO THE FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you first must submit a timely written objection which complies with the requirements set forth below.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. What is the purpose of this Notice?**

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the lawsuit entitled *Samuel Lenorowitz v. Mosquito Squad Inc.*, U.S.D.C. District of Connecticut, Case No. 3:20-cv-01922-OAW. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully.

### **2. What does it mean if I received an email or postcard about this settlement?**

If you received a text, email, or postcard describing this settlement, that is because Mosquito Squad records indicate that you may be a member of the Settlement Class.

### **3. What is this class action lawsuit about?**

In a class action, one or more people called class representatives (here, Samuel Lenorowitz, the Plaintiff) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff, for himself and on behalf of an alleged class of people, claims Mosquito Squad violated the TCPA by sending unsolicited telemarketing pre-recorded voice messages to cellular and residential landline telephone numbers without first obtaining the prior express consent of the called party. Mosquito Squad denies these allegations and denies any claim of wrongdoing; however, in order to avoid the expense, inconvenience, and distraction of continued litigation, the parties have agreed to the settlement described herein. The Court has conditionally certified the Settlement Class for settlement purposes only. The Honorable Omar A. Williams is in charge of this action.

### **4. Why is there a settlement?**

The Court has not decided in favor of Plaintiff or Defendant. Instead, after years of litigation, both sides agreed to the settlement, thereby avoiding the risk and cost of further litigation and ensuring Settlement Class Members will receive some compensation for their claims. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

## **WHO IS IN THE SETTLEMENT CLASS?**

### **5. How do I know if I am a part of the Settlement Class?**

The Court has certified the Settlement Class for settlement purposes only. The Settlement Class is defined as:

“All persons within the United States, other than any of Plaintiff’s counsel, who received a pre-recorded voice message, on either a cellular phone or a residential landline, from or on behalf of the Defendant, placed via the Mobile Sphere platform, marketing or promoting Defendant’s services during the time period of April 1, 2019 to the present”.

“Settlement Class Member” is defined as “any person in the Settlement Class who does not validly opt out of the Settlement or is not otherwise validly excluded from the Settlement Class.” If you are still not sure whether you are included, you may write to the Claims Administrator at \_\_\_\_\_, c/o \_\_\_\_\_, or you may call the Toll-Free Settlement Hotline, 1-\_\_\_\_\_, for more information.

### THE LAWYERS REPRESENTING YOU

#### 6. Do I have lawyers in this case?

The Court has appointed the law firm of Marcus & Zelman, LLC, as Class Counsel to represent you and the other individuals included in the Settlement Class. You will not be personally charged by these lawyers.

#### 7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment equal to the hours and expenses incurred in this action with a potential modest multiplier. Class Counsel estimates this will be around \$400,000. Class Counsel also will ask the Court to approve payment of up to \$10,000 to the Plaintiff for his services as Class Representative. The Court may award less than these amounts.

### THE SETTLEMENT BENEFITS – WHAT YOU GET

#### 8. What does the settlement provide?

**Settlement Fund.** Mosquito Squad will pay the total amount of \$765,000 into the Settlement Fund, which will cover: (1) cash payments to the Settlement Class who submit timely and valid Claim Forms on a pro rata basis; (2) an award of attorneys’ fees and costs to Class Counsel plus actual litigation expenses, as approved by the Court; (3) a service award to Plaintiff in an amount not to exceed \$10,000, as approved by the Court; (4) the costs of notice and administration of the Settlement; and (5) if there are any uncashed checks after redistribution of the amount of uncashed checks becomes impracticable, a charitable contribution, which must also be approved by the Court.

**Payments.** All Settlement Class Members are eligible to submit a Claim Form and receive their choice of a cash or voucher payment. No Settlement Class Member will receive more than \$3,000. To submit a Claim Form, follow the procedures described under Question 11 below.

**No Portion of the Settlement Fund Will Return to Defendant.** Any money remaining in the Settlement Fund after paying all valid and timely claims to Settlement Class, attorneys' fees and costs to Class Counsel, any service award to Plaintiffs and the costs of notice and administration of the settlement will be paid: (1) in a distribution to Settlement Class Members (i) who submitted valid and timely Claim Forms and whose initial payments were cashed, and (ii) the remaining funds will be donated to \_\_\_\_\_, a *cy pres* recipient approved by the Court. No portion of the Settlement Fund will return to Defendants.

#### 9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Claim Forms that the Settlement Class submit. **Class Counsel estimates that valid claimants will receive at least \$300.00.** No Settlement Class Member will receive more than \$3,000

#### 10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class and will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot rely on any Released Claim to sue or continue to sue, on your own or as part of any other lawsuit, Mosquito Squad and/or any other Released Parties, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Mosquito Squad and any other Released Parties, as defined in the Settlement Agreement, from any and all claims that arise from the advertisements sent to your telephone = at issue in this action.

In summary, the Release includes, without limitation, all claims that arise out of the pre-recorded calls made by Mosquito Squad or any of its agents or affiliates, acting for or on their behalf, that are the subject of the Action, including, but not limited to, claims under or for violation of the TCPA, and the regulations promulgated thereunder and relevant case law, and all claims for violation of any other state or federal statutory or common law that regulates, governs, prohibits or restricts the use of automated calling without prior express consent.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons potentially in the Settlement Class who timely exclude themselves.

### HOW TO OBTAIN A BENEFIT

#### 11. How can I get a payment?

To receive your choice of payment, you must submit a Claim Form. A Claim Form is enclosed. You may also file a Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). **Read the instructions carefully, fill out the form completely and accurately, and submit it.** To be valid, the Claim Form must be completed fully and accurately and submitted timely. The Claim Form must also include the written, electronic or oral affirmation set forth on the Claim Form. A Claim Form

may be submitted by mail to the Settlement Administrator at: \_\_\_\_\_, c/o \_\_\_\_\_ or by filling out a claim form online at: \_\_\_\_\_.

If you are submitted your Claim Form online, it must be submitted no later than \_\_\_\_\_. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by \_\_\_\_\_.

### **WHEN WILL I RECEIVE MY SETTLEMENT BENEFIT?**

#### **12. When would I receive a settlement payment?**

The Court will hold a Final Approval Hearing on \_\_\_\_\_ to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **13. How do I get out of the settlement?**

The court will exclude from the Settlement Class any member who requests exclusion. If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue Mosquito Squad or a released party that may have been involved in the prerecorded voice messages that are the subject of this action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

To exclude yourself from the settlement, you must send a written request to the Settlement Administrator addressed to “Exclusion Requests – Mosquito Squad Settlement.” To be valid, an exclusion request must: (i) be personally signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name, current address, current phone number, current email address, and the cellular telephone number at which Mosquito Squad allegedly contacted the person in the Settlement Class requesting exclusion; and (iii) include a clear statement indicating a desire to be excluded from the Settlement Class, such as: “I request to be excluded from the Settlement in the Mosquito Squad action.” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

**To be valid, you must mail your exclusion request postmarked no later than \_\_\_\_\_ to the Settlement Administrator addressed to “Exclusion Requests – Mosquito Squad Settlement” at \_\_\_\_\_, c/o \_\_\_\_\_.**

#### **14. If I do not exclude myself, can I sue Mosquito Squad for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Mosquito Squad or any released parties for the claims that this settlement resolves.

#### **15. If I exclude myself, can I get a benefit from this settlement?**

No. If you ask to be excluded, you will not be able to submit a Claim Form for a settlement payment, and you cannot object to the settlement.

### OBJECTING TO THE SETTLEMENT

#### 16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement or the award of any attorneys' fees and costs and/or service awards.

To object, you must make your objection in writing to the Clerk of the Court, Class Counsel, and Defendant's Counsel stating that you object to the settlement in Samuel Lenorowitz v. Mosquito Squad of Fairfield and Westchester County, Case No. 3:20-cv-01922-OAW. To be considered by the Court, the written objection must be made individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative way, and contain (a) the objecting Settlement Class Member's name, address, and current telephone number, (b) the name of the case, (c) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel, if you have one; (d) the identify of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the settlement or fee application; (e) a statement confirming whether the objector intends to personally appear at the Final Approval Hearing, and listing any counsel who will appear at the Final Approval Hearing on the objector's behalf and any witnesses the objector will call to testify at the Final Approval Hearing; and (f) your signature (an attorney's signature is not sufficient). If the Settlement Class Member's objection is submitted through an attorney, the objection also must contain the number of Class Members represented by objector's counsel, the number of such represented Class Members who have opted out of the Class who are represented by the attorney submitting the objection, and the number of such represented Settlement Class Members who have remained in the Settlement Class and have not objected.

**To be considered, you must file your objections with the Clerk of the Court and mail your objections to the addresses below no later than \_\_\_\_\_.**

For Plaintiff:

Ari H. Marcus  
Marcus & Zelman, LLC  
701 Cookman Avenue, Suite 300  
Asbury Park, New Jersey 07712

For Mosquito Squad of Fairfield and  
Westchester County:

Lauri Mazzuchetti  
Kelley Drye & Warren LLP  
One Jefferson Road, 2nd Floor  
Parsippany, NJ 07054



**Even if you timely and properly object, to obtain a benefit from this settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.**

**17. What is the difference between objecting and excluding yourself?**

Objecting is 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 means 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.

**IF YOU DO NOTHING**

**18. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement Class, but you will not receive any voucher or monetary award, and you will give up your rights to sue Mosquito Squad and/or any other released parties on a released claim. For information relating to what rights you are giving up, see Question 10.

**THE FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing at \_\_\_\_\_ a/p.m. on \_\_\_\_\_ at the United States District Court for the District of Connecticut, 450 Main Street, Hartford, Connecticut 06103. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice.

**20. Do I have to come to the hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. You are welcome to come, or have your own lawyer appear, at your own expense.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also send a letter to the Clerk of the Court stating your intention to appear in **Samuel Lenorowitz v. Mosquito Squad of Fairfield and Westchester County**, Case No. 3:20-cv-01922-OAW, as set forth in Question 16 above. For this document to be considered, it must include the items set forth in Question 16 above. The document must be postmarked no later than \_\_\_\_\_ and be sent

to all addresses in Question 16 in addition to the Clerk of the Court. You cannot speak at the hearing if you exclude yourself from the settlement.

### GETTING MORE INFORMATION

#### 22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by writing to the address below or calling the Toll-Free Settlement Hotline, \_\_\_\_\_. You can also contact Class Counsel with any questions at \_\_\_\_\_ or \_\_\_\_\_.

**DO NOT CALL OR WRITE TO THE COURT OR THE CLERK OF THE COURT EXCEPT AS TO PROVIDE ANY OBJECTION TO THE SETTLEMENT PURSUANT TO THE PROCEDURE ABOVE. DO NOT CONTACT MOSQUITO SQUAD OR MOSQUITO SQUAD'S COUNSEL ABOUT THE SETTLEMENT. TELEPHONE REPRESENTATIVES OF MOSQUITO SQUAD ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.**