

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among the following parties: Plaintiff Brianna Ford (“Plaintiff”), on behalf of herself and the Settlement Class, and Defendants Farha Roofing, LLC, (“Farha Roofing”), Farha Roofing KC, LLC (“Farha KC”) (Farha Roofing and Farha KC are collectively, “Farha”) and Summa Media, LLC (“Summa”) (collectively with Farha, the “Defendants”). Plaintiff and Defendants will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, on September 13, 2023, Plaintiff filed the Class Action Complaint (the “Complaint”) on behalf of herself and a putative class in the lawsuit styled *Brianna Ford v. Farha Roofing, LLC et al.*, Case No. 4:23-cv-00635 (W.D. Mo.) (the “Action”), which asserts claims under the Telephone Consumer Protection Act (“TCPA”), and which was last amended on July 3, 2024 to add Summa as a defendant;

WHEREAS, Plaintiff alleges that she and members of the putative class received text messages from or on behalf of the Defendants without the requisite prior express written consent, which allegedly harmed her and the putative class members (the “Allegations”);

WHEREAS, Plaintiff alleges that, as a result of the Allegations, she and other similarly situated individuals are entitled to injunctive relief, statutory damages, treble damages, attorneys’ fees and costs;

WHEREAS, Defendants deny such Allegations, deny liability under any pleaded legal theory and deny that Plaintiff is entitled to any relief;

WHEREAS, on June 10, 2024, the Parties and their counsel participated in a mediation via Zoom with mediator Hon. David Jones, in an attempt to resolve the Action on a class-wide basis while avoiding the cost, delay, and uncertainty of further litigation, trial and appellate practice;

WHEREAS, the Parties’ counsel and Defendants’ representatives reached a settlement agreement in principle on October 16, 2024 to resolve the Action on behalf of the Settlement Class;

WHEREAS, for settlement purposes only, Plaintiff requests that the Court certify the Settlement Class and appoint her as the class representative and her lawyers—Alex D. Kruzyk and Bryan A. Giribaldo of Pardell, Kruzyk & Giribaldo, PLLC—as Class Counsel in this case;

WHEREAS, based on their investigation and discovery in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to, and in the best interest of, the Settlement Class;

and

WHEREAS, Defendants deny any and all liability or wrongdoing to the Plaintiff and to the Settlement Class. Nonetheless, Defendants have concluded that further litigation would be protracted and expensive, have taken into account the uncertainty and risks inherent in this Action, and have determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and/or dismissed and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

I. DEFINITIONS

In addition to the terms defined above and at other places in this Agreement, the following defined terms have the meaning set forth below:

A. “Administrator” means CPT Group, Inc. (“CPT”), which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members and Class Counsel; and (f) otherwise assisting with implementing and administering this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendants. Class Counsel and Counsel for Defendants may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. “Agreement” means this Settlement Agreement and Release and all attachments and exhibits hereto.

C. “Attorneys’ Fees and Expenses” means the total recovery that may be awarded to Class Counsel to compensate them for all attorneys’ fees, costs, and adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, and videographer expenses, expert fees and costs, and document review and production costs) incurred by Plaintiff or Class Counsel in connection with the Action.

D. “Claim” means a written request for a Claim Settlement Payment submitted by a Settlement Class Member to the Administrator in exchange for a release.

E. “Claim Deadline” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be postmarked or uploaded. All Claims postmarked or uploaded before the Claim Deadline shall be timely, and all Claims postmarked or uploaded after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

F. “Claim Form” means the form attached as **Exhibit 1** to this Agreement and/or as ultimately approved by the Court.

G. “Claim Settlement Check” means the check containing the Claim Settlement Payment for each Settlement Class Member who submits a valid and timely Claim.

H. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who submit properly completed and timely Claim Forms to the Administrator, does not object or opt-out, and who otherwise qualify for such relief under this Agreement.

I. “Claimant” means any Settlement Class Member who submits a Claim in accordance with this Agreement.

J. “Class Counsel” means: Alex D. Kruzyk and Bryan A Giribaldo, of Pardell, Kruzyk & Giribaldo, PLLC, 7500 Rialto Blvd. Suite 1-250, Austin, Texas 78735.

K. “Class Notice” means the program of notice described in Section III(B) of this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement.

L. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as approximately thirty (30) days after entry of the Preliminary Approval Order.

M. “Class Period” means the time period from September 13, 2019 through October 16, 2024.

N. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator.

O. “Counsel for Defendants” or “Counsel for Defendant” means: for Summa, Kersten Holzhuetter, Spencer Fane LLP, 1000 Walnut Street, Suite 1400, Kansas City, MO 64106, and/or any other counsel who enters an appearance for Summa in the Action; and for Farha, Eric J. Troutman and Brittany A. Andres, 400 Spectrum Center Drive, Suite 1550, Irvine, CA 92618.

P. “Court” means the U.S. District Court for the Western District of Missouri, that is assigned to and presiding over the Action.

Q. “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

R. “Effective Date” means the day on which the Final Approval Order becomes final.

S. “Final Approval Hearing” means a hearing set by the Court, at least 120 days after entry of the Preliminary Approval Order, for the purpose of: (i) determining the fairness, adequacy,

and reasonableness of this Agreement and associated settlement administration in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

T. “Final” or “Final Judgment” as used in this Agreement means the later of the date that (i) the time has run for any appeals from the Final Approval Order or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement.

U. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 3**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Federal Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for attorneys’ fees and expenses and the Service Award for the Plaintiff. If the Court enters separate orders addressing the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

V. “Long-Form Notice” means the notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 2** to this Agreement.

W. “Mail Notice” means the postcard individual notice that is mailed by the Administrator to Settlement Class Members, in substantially the form attached as **Exhibit 4** to this Agreement.

X. “Notice and Administrative Costs” means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendants of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mailing addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

Y. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be forty-five (45) days after the Class Notice Date.

Z. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be filed in writing with Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be forty-five (45) days after the Class Notice Date.

AA. “Preliminary Approval Order” means an order to be entered by the Court provisionally certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 5**, without material change.

BB. “Released Claims” means all claims for relief, liabilities, demands, suits, debts, obligations, promises, agreements, costs, damages, judgments, and causes of action of every nature and kind, whether vested or contingent, past or current, accrued or unaccrued, whether known or unknown, in law or in equity, matured or unmatured, whether or not such claims were or could have been brought or raised in any applicable civil action, suspected or unsuspected, that arise out of, concern or relate to the TCPA and/or any other related federal or state laws regarding telemarketing of any kind and/or the use of a telephone dialing system to make calls or send text messages and which arise from calls made or text messages sent by or on behalf of Defendants to Settlement Class Members related in any way to Farha or their business partners’ goods or services, from any time prior to October 16, 2024. Released Claims specifically exclude any calls made or text messages sent by or on behalf of Summa that do not relate in any way to Farha, or their business partners or affiliates.

CC. “Released Parties” means Farha and Summa, and each of their respective affiliates, representatives, parents, subsidiaries, agents, insurers, officers, employees, predecessors, successors and assigns, along with each of its current, former, and future owners, members, partners, officers, directors, and shareholders, and their employees, agents, marketers, lead suppliers, vendors, contractors, assigns, successors, servants, insurers, representatives, and attorneys, together with any and all other persons and entities who are or might be liable.

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

EE. “Service Award” means any approved payment to the Plaintiff as a class representative.

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

GG. “Settlement Amount” means the total sum of two hundred and fifty thousand dollars and zero cents (\$250,000.00) that Defendants agree to pay to the Settlement Fund to settle this case pursuant to this Agreement.

HH. “Settlement Class” means all members of the class of persons in this Action that will be certified by the Court for settlement purposes as follows:

All persons throughout the United States (1) to whom Summa Media, LLC, Farha Roofing, LLC, or Farha Roofing KC, LLC delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Farha Roofing, LLC’s or Farha Roofing KC, LLC’s or their business partners’ goods or services, (2) from September 13, 2019 to October 16, 2024, and (3) whose residential telephone number is included in the Settlement Class Data.

The Settlement Class consists of between 3,706 and 5,723 members and excludes the following: (1) the trial judge presiding over this case; (2) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants, and their officers, directors, agents, servants, or employees of Defendants; (3) any of the Released Parties; (4) any Settlement Class Member who has timely opted out of this proceeding; and (5) Plaintiff’s Counsel, their employees, and their immediate families.

II. “Settlement Class Data” means data relating to the text messages which were sent by Defendants, according to Defendants’ records. The Settlement Class Data shall be treated as Confidential Information.

JJ. “Settlement Class Member(s)” means any member of the Settlement Class.

KK. “Settlement Class Payment List” means the list of all Settlement Class Members who filed a Claim; whether the Claim was rejected or accepted, and, if rejected, the reason it was rejected; the address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payments to be made.

LL. “Settlement Fund” means the Settlement Amount paid by Farha into a nonreversionary common fund, to be used, subject to the Court’s approval, for payment of all Settlement Payments, all Attorneys’ Fees and Expenses, all Notice and Administration Costs, and any Service Award in settlement in full of this Action.

MM. “Settlement Website” means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

For settlement purposes only, Defendants conditionally agree and consent to certification of the Settlement Class. Defendants’ conditional agreement is contingent on: (i) the Parties’ execution of this Agreement, (ii) the Court’s entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise validly terminated per the terms of this Agreement, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Federal Rules of Civil Procedure, Federal Rule of Evidence 408 or any applicable state law or rule of civil procedure or evidence.

Defendants deny all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendants have agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action on all available procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. Plaintiff and Class Counsel agree that Defendants retain and reserve all of these rights and agree not to take a position to the contrary.

B. Settlement Class Relief

1. Settlement Fund

Within seven (7) days of the Effective Date, Farha shall deposit the Settlement Amount into an interest-bearing account maintained by the Claims Administrator. The Settlement Fund may be used, subject to the Court's approval, to cover payment of all Notice and Administration Costs, all approved Attorneys' Fees and Expenses, any Service Award and all Claim Settlement Payments. Each Settlement Class Member shall look solely to the Settlement Fund for satisfaction of all Released Claims as provided in this Agreement. Defendants shall have no obligation to make any other or further payments to Plaintiff or to any Settlement Class Member, or to Class Counsel.

2. Claim Settlement Payments to Settlement Class

Settlement Class Members must submit a timely, valid and complete Claim Form, by the Claim Deadline in the manner required by this Agreement, to receive a Claim Settlement Payment from the Settlement Fund. Each Settlement Class Member who submits a timely, valid and complete Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check for a *pro rata* portion of the Settlement Fund, after deducting all Notice and Administration Costs, any approved Attorneys' Fees and Expenses and any approved Service Award.

Within thirty (30) days after the Effective Date, the Claims Administrator shall send, by first-class mail, a Claim Settlement Check to each Settlement Class Member who submits a timely, valid and complete Claim Form. The amount of each payment shall be the amount of funds available for distribution (i.e., the Settlement Fund less any Notice and Administration Costs, approved Attorneys' Fees and Expenses and approved Service Award) divided by the number of eligible Settlement Class Members to whom payments are being directed. The payments shall be made by checks, valid for one hundred twenty (120) days from the date on the check. Each Settlement Class Member shall be paid only once per telephone number; duplicative Claims per telephone number are not allowed. To the extent that any checks remain uncashed after one hundred twenty (120) days from the date on the check, Class Counsel will petition to the Court that any remaining funds be distributed to *cy pres* recipient, Legal Aid of Western Missouri.

Within ten (10) days after the Effective Date, the Claims Administrator shall make payment to Class Counsel for any approved Attorneys' Fees and Expenses awarded by the Court via wire transfer. Within ten (10) days after the Effective Date, the Claims Administrator shall make payment to Plaintiff for any Service Award awarded by the Court via check.

C. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendants. Class Counsel shall be responsible for drafting the motion for approval of the Settlement and all other documents reasonably necessary to effectuate the Settlement, including Class Notices. All papers in support of Final Approval, Attorneys' Fees and Expenses, and the Service Award shall be filed at least thirty (30) days before the Final Approval hearing.

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Class Counsel may petition the Court for a reasonable Service Award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), to be paid solely from the Settlement Fund. Defendants agree not to oppose this petition.

2. Attorneys' Fees

Class Counsel may request an award of Attorneys' Fees not to exceed one-third (1/3) of the Settlement Fund, or \$83,333.33, to be paid solely from the Settlement Fund. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any attorneys' Fees and Expenses, and Defendants shall have no responsibility, role, or liability in connection with such allocation. Defendants agree not to oppose such petition.

3. Litigation Costs and Expenses.

Class Counsel may additionally request reimbursement of costs and expenses reasonably incurred litigating this matter in an amount not to exceed \$8,000.00, to be paid solely from the Settlement Fund. Defendants agree not to oppose such petition.

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on CPT as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties agree is appropriate. The Parties will coordinate with the Administrator to provide Mail Notice to the Settlement Class, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order. All Notice and Administrative Costs shall be paid from the Settlement Fund.

B. Notice

1. Notice to the Settlement Class

Class Counsel and Defendants shall insert the correct dates and deadlines in the Class Notice before the Class Notice program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

2. Settlement Class Data

On or before ten (10) days after entry of the Preliminary Approval Order, Plaintiff will provide to the Administrator the Settlement Class Data in electronic format. Using the Settlement Class Data, the Administrator will determine the names and mailing addresses associated with each of the telephone numbers of the Settlement Class Members.

3. Mail Notice

By the Class Notice Date, the Administrator shall send one copy of the Mail Notice to each Settlement Class Member by first class U.S. Mail. After posting of the Mail Notice by the Administrator with the United States Postal Service, for any Mail Notices returned as undeliverable, the Administrator shall use the National Change of Address database (the “NCOA”) or skip-tracing in an attempt to obtain better addresses for such returned Mail Notices, and should the NCOA or skip-tracing show a more current address, the Administrator shall post the returned Mail Notice to the more current address. The Mail Notice shall consist of postcard notice.

4. Long-Form Notice

Mail Notice will contain the address for the Settlement Website, www.FordTCPASettlement.com. On the website, Settlement Class members will find important documents and court filings, including the Long-Form Notice, which will contain more detail than the Mail Notice. The Long Form Notice will be sent to all Settlement Class members who contact the Administrator by telephone or email and request a copy.

5. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) enables Settlement Class Members to access and download the Claim Form, (ii) provides contact information for Class Counsel, (iii) provides access to relevant documents concerning the Action, and (iv) provides a method to submit Claim Forms electronically. Such documents shall include this Agreement and Class Notice; the Long-Form Notice; the Preliminary Approval Order; the Complaint; and, when filed, the Final Approval Order. The Class Notice shall include the address (URL) of www.FordTCPASettlement.com for the Settlement Website. The Administrator shall maintain the Settlement Website until thirty (30) days following Final Approval.

6. IVR

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

7. CAFA Notice

The Administrator shall serve notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, within the timelines specified by 28 U.S.C. § 1715(b), and provide confirmation of service to Defendants. Defendants will provide the Court with confirmation of service on or before the date of the Final Approval Hearing.

C. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a valid Claim, Settlement Class Members must correctly provide all the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information: (a) Settlement Class Claimant's name and address; (b) Settlement Class Claimant's telephone number that received a text message from Defendants; and (c) an affirmation that the Settlement Class Claimant (1) received at least two text messages from Defendants within the Class Period, and (2) used their cellular telephone number as a residential telephone number. For persons who did not receive Mail Notice but who otherwise submit a Claim Form, such persons must provide a telephone number that matches a telephone number on the Class List.

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by sending by U.S. Mail a written and fully and accurately completed Claim Form, or by submitting a claim on the Settlement Website, on a date no later than the Claim Deadline.

3. Invalid Claims

Any Settlement Class Member who fails to submit a timely, accurate, and fully completed, valid Claim Form, shall not be entitled to receive a Settlement Claim Payment, but shall otherwise be bound by all of the terms in this Agreement, including the terms of the Final Approval Order and the Releases in this Agreement, and shall be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Parties concerning any Released Claims.

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; and that the Settlement Class Claimant is a

member of the Settlement Class. All such Claim criteria shall be strictly enforced. Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in that Claim being deemed invalid, and Defendants shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall not receive any incentive for denying claims.

5. Settlement Class Payment List

At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendants with the Settlement Class Payment List.

D. Opt-Out Rights

1. Opt-Out Requirements

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to the Administrator, at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the telephone number at which the person received a text message from Defendants; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Class in *Brianna Ford v. Farha Roofing, LLC et al.*, Case No. 4:23-cv-00635 (W.D. Mo.)."

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments, including the Final Approval Order. A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

2. Opt-Outs Not Bound

Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

3. List of Requests for Exclusion

At least fourteen (14) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendants with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

4. Right To Terminate Based on Volume of Opt-Outs

If the number of Settlement Class Members who properly and timely exercise their right to opt out of the Settlement Class exceeds 100 persons of the total number of Settlement Class Members, Defendants shall have the right to terminate this Agreement per Section III.G.

5. All Settlement Class Members Bound by Settlement

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

E. Objections

Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

Any objection that includes a request for exclusion will be treated as an exclusion. And any Settlement Class Member who submits both an exclusion and an objection will be treated as having excluded himself or herself from the settlement.

1. Process

Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to Class Counsel and Counsel for Defendants (at the addresses identified in Sections I(J) and I(O)), no later than the Objection Deadline.

2. Requirements

The requirements to assert a valid written objection shall be set forth in the Class Notice. To be valid, the written objection must include:

- a. Full name;
- b. Address;
- c. Current telephone number;
- d. Telephone number to which Defendants delivered the subject text message(s), demonstrating that you are a member of the class;
- e. Identification of any documents to show that the objector is a member of the class or which the objector desires the Court to consider;
- f. A statement of the objector's specific objection(s);

- g. A description of the facts underlying the objection(s);
- h. The grounds for the objection(s);
- i. A list of all witnesses that the objector intend to call by live testimony, deposition testimony, or affidavit or declaration testimony;
- j. A list of exhibits that the objector intends to present; and
- k. A statement noting whether the objector intend to appear at the final fairness hearing.

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

3. Appearance

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

The Notice of Intention to Appear must include: (a) the case name and number; (b) the Settlement Class Member’s name, address, telephone number, and signature, and, if represented by counsel, their contact information; (c) the telephone number where he or she received a text message from Defendants; and (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

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

4. Discovery From Settlement Class Members Who Object to the Settlement

The Parties shall have the right to take discovery from any Settlement Class Member who objects to the Settlement without further leave of court.

F. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modifications by the Court. If the Agreement is not so approved, the Parties shall have the right—after they have

negotiated in good faith to remedy any shortcoming(s) identified by the Court as the reason(s) for non-approval of the Agreement—to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class. However, the Parties are expected to meet and confer in good faith about possibly resolving any curable issues with the Settlement that prevented the Court from granting Final Approval.

G. Termination of Agreement

Either Party shall have the right in her or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any one of the following conditions occurs: (1) the Court fails to grant Preliminary Approval within three hundred sixty days of Plaintiff filing a motion for preliminary approval of this Agreement, or declines to grant Preliminary Approval in accordance with the terms of the Preliminary Approval Order; (2) the Court fails to grant Final Approval within three hundred sixty days of Plaintiff filing a motion for final approval of this Agreement, or declines to grant Final Approval in accordance with the terms of the Final Approval Order; (3) an appellate court vacates or reverses the Final Approval Order; or (4) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs.

H. Retention of Records

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of two (2) years from the Effective Date.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); and (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto, except that Settlement Class Members, if subpoenaed or otherwise compelled to do so, may participate in any regulatory or governmental proceedings or investigations.

B. Dismissal of Claims

The Parties agree that upon the Effective Date, the Action shall be dismissed with prejudice in accordance with the Final Approval Order.

C. Continuing Jurisdiction of Court

The Court shall retain exclusive and continuing jurisdiction over this Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

V. RELEASES

Upon issuance of the Final Approval Order, the Released Parties shall be released and forever discharged by Plaintiff, the Settlement Class, and each Settlement Class Member from all Released Claims. Plaintiff, the Settlement Class, and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims. Plaintiff, the Settlement Class, and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of any other state or of the United States. Section 1542 reads as follows:

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

Plaintiff, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

Upon issuance of the Final Approval Order, the Released Parties shall be released and forever discharged by the Plaintiff for any and all Released Claims that she may have against any of the Released Parties.

Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims, except that Settlement Class Members, if subpoenaed or otherwise compelled to do so, may participate in any regulatory or governmental proceedings or investigations. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Plaintiff, Class Counsel, and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties, except that Settlement Class Members, if subpoenaed or otherwise compelled to do so, may participate in any regulatory or governmental proceedings or investigations; and (b) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

Plaintiff represents and warrants that: (a) she is the sole and exclusive owner of her own Released Claims; (b) that she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) that she will not assign or otherwise transfer any interest in any of the Released Claims; and (d) that she has no claim or cause of action against any of the Released Parties other than those being released by this Agreement.

VII. MISCELLANEOUS PROVISIONS

A. Receipt of Advice of Counsel

Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

B. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

C. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

D. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by Plaintiff, on behalf of herself or the Settlement Class, against Defendants. Defendants expressly deny and disclaim any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements, or proceedings in

connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not mere recitals, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendants, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement, other than a separate agreement between Farha and Summa related to payment of the Settlement Fund.

H. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

I. Costs

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

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in interest.

K. No Waiver

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

L. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

M. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

N. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

O. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Missouri, without reference to its conflict of law provisions, except to the extent that federal law governs. The adequacy of the settlement, any determination regarding Class Counsel's fees and expenses, and any Service Award shall be governed by federal law.

P. Fair and Reasonable

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

Q. Headings

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

R. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

S. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

T. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

U. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.


V. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted against any Party. Any Party that breaches the representations and warranties set forth in this section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

W. Subsequent Change in Law

The Parties' Settlement and this Agreement will be unaffected by any subsequent change in law regarding the federal TCPA, its interpretation, and its application, whether from Congress, the Federal Communications Commission, courts, or otherwise.

Plaintiff:


Brianna Ford (Jan 16, 2025 17:08 CST)

Brianna Ford

Date: 01/16/2025

Farha Roofing, LLC, and Farha Roofing KC, LLC:

By: Aaron V Confessori 

Date: 01/17/2025

Its: Member

Summa Media, LLC:

By: _____

Date: _____

Its: _____

APPROVED AS TO FORM AND CONTENT:

Class Counsel:



Pardell, Kruzyk & Giribaldo, PLLC

Date: 1/16/2025

Counsel for Farha Roofing, LLC, and Farha Roofing KC, LLC:

Brittany Andres
Troutman Amin, LLP

Date: 1/17/2025

Counsel for Summa Media, LLC:

Spencer Fane LLP

Date: _____

W. Subsequent Change in Law

The Parties' Settlement and this Agreement will be unaffected by any subsequent change in law regarding the federal TCPA, its interpretation, and its application, whether from Congress, the Federal Communications Commission, courts, or otherwise.

Plaintiff:

Brianna Ford

Date: _____

Farha Roofing, LLC, and Farha Roofing KC, LLC:

By: _____

Date: _____

Its: _____

Summa Media, LLC:

By: Chris Pendergast

Date: 01/17/2025

Its: 

APPROVED AS TO FORM AND CONTENT:

Class Counsel:

Pardell, Kruzyk & Giribaldo, PLLC

Date: _____

Counsel for Farha Roofing, LLC, and Farha Roofing KC, LLC:

Troutman Amin, LLP

Date: _____

Counsel for Summa Media, LLC:


Spencer Fane LLP

Date: 1/17/2025