SETTLEMENT AGREEMENT AND RELEASE

1. This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Andre Felix ("Plaintiff" or "Settlement Class Representative"), individually and on behalf of the Settlement Class Members (as defined *infra*), and ConnectAmerica.com, LLC ("ConnectAmerica" or "Defendant") (together, the "Parties"), in the action *Felix v. ConnectAmerica.com LLC*, (Case No. GD-26-007931) filed on August 7, 2026, in the in the Court of Common Pleas of Allegheny County, Pennsylvania. (the "Action"). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

2. On April 1, 2025, Plaintiff Andre Felix filed a putative class action complaint against Defendant ConnectAmerica.com, LLC, in the United States District Court for the Eastern District of Pennsylvania, Case No. 2:25-cv-01695, alleging Defendant violated 47 U.S.C. § 227(b)(1)(A)(iii) of the Telephone Consumer Protection Act by using an artificial or prerecorded voice in connection with calls it placed to Plaintiff's cellular telephone number and the cellular telephone numbers of the members of the class, without consent.

3. On June 23, 2025, Defendant answered the Complaint, denying Plaintiff's allegations and asserting affirmative defenses.

4. On June 24, 2025, the Court entered a scheduling order, and thereafter the Parties engaged in written discovery, investigation, and arm's-length settlement negotiations.

5. On June 30, 2026, the Parties engaged in a full-day mediation session with Jill Sperber of Sperber Dispute Resolution and Judicate West. Under the guidance of Ms. Sperber, the Parties engaged in arm's-length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. During the mediation, the Parties advocated their positions through Ms. Sperber. Throughout the entire process, the Parties agreed to not negotiate attorney fees or a service award until the core terms of a settlement were finalized (i.e., to avoid any conflicts). The Parties engaged in numerous rounds of back-and-forth negotiations through Ms. Sperber and eventually reached an agreement in principle to resolve this Action on a class-wide basis.

6. Following the mediation, the Parties prepared and exchanged multiple drafts of a settlement term sheet memorializing the material terms of their agreement. After further negotiations to ensure the term sheet accurately reflected the agreement reached during mediation, the Parties executed the term sheet June 30, 2026.

7. Over the following weeks, the Parties negotiated the finer terms of the Settlement, drafted the Settlement Agreement, and prepared the necessary Notice documents. To facilitate the Settlement, Plaintiff Andre Felix filed a class action complaint against Defendant ConnectAmerica in the Court of Common Pleas of Allegheny County, Pennsylvania on August 7, 2026.

8. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

9. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

10. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

11. "**Approved Claim**" means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

12. "**Claim Form**" means the form(s) Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto, or form(s) approved by the Court substantially similar the form attached hereto as **Exhibit D**.

a. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the Claim Form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

b. The Claim Form will be tailored to prevent the submission of fraudulent claims and to allow for verification of claims.

13. "**Claims Deadline**" means the date by which all Claim Forms must be postmarked (if mailed) or submitted electronically through the Settlement Website to be considered timely. The Claims Deadline shall be thirty (30) days before the Final Approval Hearing.

14. "**Claims Period**" means the period of time during which Settlement Class Members may submit Claim Forms, which will begin on the Notice Deadline and end thirty (30) days before the Final Approval Hearing.

15. "**Claims Review Process**" means the process for reviewing and determining whether claims are valid as set forth in Section V.

16. "**Class Period**" means from April 1, 2021, to the date of Preliminary Approval. As detailed herein, the release is limited to only claims arising during the Class Period.

17. "**Court**" means the Court of Common Pleas of Allegheny County.

18. "**Defendant**" means ConnectAmerica and its executors, guarantors, financiers, beneficiaries, owners, employees, agents, assigns, affiliates, subsidiaries, and successors in interest.

19. "**Defendant's Counsel**" means Gregory P. Graham and Danielle M. Vugrinovich of Marshall Dennehey, P.C..

20. "**Effective Date**" means (a) the date on which the Final Approval Order becomes final and non-appealable, including the expiration of all applicable appeal periods without any appeal having been filed, or the final resolution of any appeal(s); and (b) thirty days prior to May 15, 2027. The Parties agree that they will jointly request a Final Approval Hearing and propose a settlement schedule designed so that the Effective Date does not occur earlier than nine (9) months after execution of the Term Sheet.

21. "**Email Notice**" means the direct notice that the Settlement Administrator will provide to Settlement Class Members with valid email addresses (where known). The Email Notice will be provided substantially in the form attached hereto as **Exhibit B**.

22. "**Fee Award and Costs**" means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

23. "**Final Approval Hearing**" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Award to the Class Representative, to be held no earlier than nine (9) months after execution of the Term Sheet.

24. "**Final Approval Order**" means an order requesting that judgment be entered accordingly, substantially in the form attached hereto as **Exhibit F**, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Pennsylvania Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

25. "**Litigation Costs and Expenses**" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

26. "**Long Form Notice**" means the comprehensive explanation of the Settlement which shall be available on the Settlement Website. The Long Form Notice will be provided substantially in the form attached hereto as **Exhibit C**.

27. "**Notice**" or "**Notice Program**" means notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. The Notice Program includes Postcard Notice, Long Form Notice, the Settlement Website, and the toll-free telephone number.

28. "**Notice Deadline**" means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

29. "**Notice and Administrative Expenses**" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. These amounts will be paid from the Settlement Fund and shall not exceed $75,000.

30. "**Objection Deadline**" is the last day on which a Settlement Class Member may submit a written objection to the Settlement or the application for a Fee Award and Costs, which will be the same date as the claims deadline [thirty (30) days before the Final Approval Hearing] or other such date as ordered by the Court.

31. "**Objection Procedure**" means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VII.

32. "**Opt-Out**" means a Settlement Class Member (i) who timely submits a properly completed and executed Opt-Out Request, (ii) who does not rescind that Opt-Out Request prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Opt-Out Request.

33. "**Opt-Out Deadline**" is the last day on which a Settlement Class Member may postmark an Opt-Out Request, which will be the same date as the claims deadline [thirty (30) days before the Final Approval Hearing], or other such date as ordered by the Court.

34. "**Opt-Out Procedure**" means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VII.

35. "**Opt-Out Request**" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VII.

36. "**Postcard Notice**" means the direct notice that the Settlement Administrator will provide to Settlement Class Members without valid email addresses. The Postcard Notice will be provided substantially in the form attached hereto as **Exhibit A**.

37. "**Preliminary Approval Order**" means an order directing issuance of Notice to Settlement Class Members, substantially in the form attached hereto as **Exhibit E**, determining that the Court will likely be able to approve the Settlement under the Pennsylvania Rules of Civil Procedure for purposes of resolving this Action, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto.

38. **"Class Settlement Representative's Released Claims**" means any and all claims, 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, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever that Class Settlement Representative have or may have against Defendant and the Released Parties from the beginning of time through the date Class Settlement Representative execute this Agreement.

39. **"Settlement Class Members' Released Claims"** means any and all claims, 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, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, as of preliminary approval, that arise out of or relate in any way to the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq*. (the "TCPA"), the TCPA's implementing regulations, 47 C.F.R. § 64.1200, *et seq*., the Telemarketing Sales Rule, 16 C.F.R. § 310, et seq. (the "TSR"), any corollary or state laws similar to the TCPA and TSR, or enactment of any other statutory, regulatory or common law claim arising thereunder, based upon or relating to prerecorded calls placed by or on behalf of Defendant to cellular telephone numbers during the period from April 1, 2021 through the date of Preliminary Approval. However, the release of any third party is limited to actions taken on behalf of Defendant as defined in this

Agreement. The Class Representative's Released Claims and the Settlement Class Members' Released Claims are collectively referred to as "Released Claims."

40. "**Released Parties**" means the Defendant and each of its past, present, and future members, owners, direct and indirect parents, subsidiaries, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of their past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, agents, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies including, but not limited to, the vendors, sub-vendors, contractors, subcontractors, and service providers retained to make place or facilitate calls or text messages (or which was involved in placing or facilitating calls or text messages for the Released Parties).

41. "**Releasing Parties**" and a "**Releasing Party**" shall refer, jointly and severally, and individually and collectively, to Plaintiff and the Members of the Settlement Class (whether or not such Members submit Claim Forms), and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, and employees (each solely in their respective capacity as such), and all those who claim through them or who assert claims (or could assert claims) on their behalf.

42. "**Service Award**" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Section XII.

43. "**Settlement**" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

44. "**Settlement Administrator**" means Kroll Settlement Administration, LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel and Defendant's Counsel to administer the settlement.

45. "**Settlement Class**" is defined as "All persons throughout the United States (1) who did not provide their telephone number to ConnectAmerica.com, LLC, (2) to whom ConnectAmerica.com, LLC delivered, or caused to be delivered, at least one pre-recorded message, (3) to the person's cellular telephone number (4) from April 1, 2021 through the date of preliminary approval." Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. In total, there are approximately 14,534 people in the Settlement Class.

46. "**Settlement Class Counsel**" means Anthony I. Paronich of Paronich Law, P.C. and Strauss Borrelli, PLLC.

47. "**Settlement Class List**" means the list of the names (where known) and current or last known email and/or mailing address information (where known) for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

48. "**Settlement Class Member**" means an individual who falls within the definition of the Settlement Class.

49. "**Settlement Class Representative**" means Andre Felix.

50. "**Settlement Fund**" means a reversionary settlement fund capped at a maximum aggregate value of Four Million Dollars ($4,000,000.00) (also referred to as the "Settlement Cap"). The Settlement Fund shall pay for Settlement Payments to Settlement Class Members with Approved Claims; Court-approved attorneys' fees and Litigation Costs and Expenses; Court-approved Service Awards; and Notice and Administrative Expenses. The Four Million Dollars ($4,000,000.00) represents Defendant and the Released Parties' total maximum potential limit and total potential extent of the monetary obligations under this Agreement. For the sake of clarity, Defendant shall have no obligation to make any payment beyond the Four Million Dollars ($4,000,000.00)

51. "**Settlement Payment**" or "**Settlement Check**" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Settlement Class Member who submits a valid claim form pursuant to the claims process set forth in Section V.

52. "**Settlement Website**" means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth herein.

53. "**Supplemental Declaration**" means the declaration that the Settlement Administrator will provide to Settlement Class Counsel for filing with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

54. **"Term Sheet"** means the written document memorializing the material terms of the Parties' agreement reached during mediation on June 30, 2006 that was executed by the Parties on that same day.

III. SETTLEMENT FUND

55. **Establishment of Settlement Fund**. Defendant will make a payment, and deposit that payment into the Settlement Fund as follows:

a. Within fourteen (14) days of an order granting preliminary approval of the Settlement, Defendant shall deposit (or cause to be deposited) an amount sufficient to pay all approved Notice and Administrative Expenses incurred or reasonably anticipated to be incurred in implementing the Notice

Program. In no event shall Notice and Administrative Expenses exceed Seventy-Five Thousand Dollars ($75,000.00).

b. Within thirty (30) days after the Effective Date, but no earlier than May 15, 2027, the Settlement Administrator shall pay any Court-approved attorneys' fees, Litigation Costs and Expenses, and Service Awards. Defendant shall fund the Settlement Fund with the amounts necessary to satisfy such Court-approved payments.

c. After the Effective Date, and after the Settlement Administrator has completed the claims review process and determined all timely submitted valid claims, the Settlement Administrator shall provide Defendant with a final accounting and funding instructions. Defendant shall fund the amounts necessary to pay all approved claims within the later of (i) forty-five (45) days after receiving the final accounting and funding instructions from the Settlement Administrator, or (ii) twenty (20) days after the Effective Date. The Settlement Administrator shall distribute payments to Settlement Class Members as soon as practicable after receipt of such funds.

d. For the sake of clarity, Defendant's maximum aggregate monetary obligation under this Settlement Agreement, inclusive of Settlement Payments, Court-approved attorneys' fees, Litigation Costs and Expenses, Service Awards, and Notice and Administrative Expenses, shall not exceed Four Million Dollars ($4,000,000.000). If the aggregate value of all timely submitted and Approved Claims exceeds the Settlement Cap, each Settlement Class Member with an Approved Claim shall receive a pro rata share of the Settlement Fund based upon the ratio of his or her Approved Claim to the total value of all Approved Claims.

e. To the extent this Settlement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration of the Settlement. The Settlement Administrator shall promptly return any remaining funds to Defendant after payment of all properly incurred administrative expenses.

f. Following payment of all Settlement Fund monies as described in this Paragraph after Final Approval, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

56. **Reversionary**. The Settlement Fund is reversionary. Thus, any residual funds in the Settlement Fund will revert back to Defendant after paying for (i) Court-approved Service Awards, (ii) Notice and Administrative Expenses, (iii) Court-approved attorneys' fees and Litigation Costs and Expenses, and (iv) Settlement Payments for all Approved Claims submitted by Settlement Class Members.

57. **Qualified Settlement Fund**. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

58. **Custody of Settlement Fund**. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Section X.

59. **Use of the Settlement Fund**. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay: (i) Court-approved Service Awards, (ii) Notice and Administrative Expenses, (iii) Court-approved attorneys' fees and Litigation Costs and Expenses, and (iv) Settlement Payments for all Approved Claims submitted by Settlement Class Members. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

60. **Taxes and Representations**. Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

IV. SETTLEMENT BENEFITS

61. **Monetary Benefits**. Each Settlement Class Member can claim a cash payment which shall be paid from the Settlement Fund. Each Settlement Class Member may only submit one claim. The Settlement Payment for each Approved Claim is estimated to be approximately Two Hundred Seventy-Five Dollars ($275.00) reduced by their proportionate share of fees, costs, expenses and administration. If the aggregate value of all Approved Claims exceeds the Settlement Cap, each Settlement Class Member with an Approved Claim shall receive a pro rata share of the Settlement Fund based upon the ratio of his or her Approved Claim to the total value of all Approved Claims.

62. **Non-Monetary Benefits**. Within 30 days of final approval, Defendant will no longer use pre-recorded messages that contact non-customers and will use the Reassigned Number Database. The cost of such changes will be paid by Defendant separate and apart from all other settlement benefits.

V. CLAIMS PROCESS AND PAYMENTS

63. **Submission of Electronic and Hard Copy Claims**. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel. Each Claim Form shall require the Settlement Class Member to affirm, under penalty of perjury, that (i) he or she owned or was the subscriber for the telephone number during the Class Period; (ii) that he or she did not provide the telephone number to Defendant or authorize another person to do so on his or her behalf; (iv) he or she has not previously submitted a prior claim for this telephone number from the Defendant; and (v) that he or she understands that the Settlement Administrator may, at its discretion, request reasonable documentation to verify the claim.

64. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid.

a. The Settlement Administrator shall verify that the claimant is a Settlement Class Member and that the Claim Form contains the certifications required by this Agreement.

b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

d. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

e. To the extent the Settlement Administrator determines that a timely claim is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations. In doing so, the Settlement Administrator will communicate contemporaneously with counsel for both Parties.

f. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

65. **Payment**.

a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties with an accounting of all Approved Claims and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days of the Effective Date,

Defendant or its representative shall transmit the funds needed to pay in accordance with the terms of this Agreement. The Settlement Administrator shall also calculate each Approved Claim in accordance with Sections III and IV of this Agreement, including any pro rata reduction required if the aggregate value of all Approved Claims exceeds the Settlement Cap.

b. Payments issued by the Settlement Administrator for Approved Claims shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described above.

c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

66. **Timing**. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

67. **Returned Checks**. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail (where an e-mail address is known) and/or telephone that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Settlement Class Members within that time.

68. **Uncashed Checks**. To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within the required timeframe, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail (where an e-mail address is known) and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or 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.

69. **Voided Checks**. In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member.

VI. NOTICE PROGRAM

70. **Timing of Notice**. Within fifteen (15) days after entry of the Preliminary Approval Order, the Parties shall provide the Settlement Class List to the Settlement Administrator. The list shall be maintained by the Parties, their counsel, and the Settlement Administrator as confidential and used only for effectuating notice and for no other purpose. The Settlement Administrator shall disseminate the Notice to Settlement Class Members for whom it has a valid email address (where known) or mailing address (where known and/or after reasonable efforts to locate a valid address, like skip tracing) by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

71. **Form of Notice**. The Settlement Administrator will provide direct notice through email to the Settlement Class Members with valid email addresses (where known). The email will include a link to the Settlement Website and online claim form. For Settlement Class Members without valid email addresses, the Settlement Administrator will provide direct notice through a Postcard Notice sent through First Class U.S. Mail.

a. The Settlement Administrator shall have discretion to format the Postcard Notice in a reasonable manner to minimize mailing and administrative costs.

b. For Postcard Notices that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (including but not limited to performing a skip tracing analysis) to identify updated mailing addresses and then resend the Postcard Notices to those updated mailing addresses.

72. **Settlement Website**. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant.

a. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, and the operative complaint in the Action.

b. The Settlement Website shall also include (i) toll-free telephone number, (ii) e-mail address, and (iii) mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

c. Settlement Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator.

d. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing.

e. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

73. **Toll-Free Telephone Number**. The Settlement Administrator will establish a toll-free telephone number with an interactive voice response ("IVR") hotline. The IVR hotline will explain the Settlement and provide answers to frequently asked questions.

a. The IVR hotline will also include the option for a Settlement Class Member to speak to a live operator who can answer questions about the Settlement.

74. **Cost of Notice and Administration**. The Notice and Administrative Expenses will be paid from the Settlement Fund within fourteen (14) days after entry of the Preliminary Approval Order. In no event shall Notice and Administrative Expenses exceed Seventy-Five Thousand Dollars ($75,000.00), absent the Parties' written agreement or further order of the Court.

75. **Notice Reporting.** During the Notice Period, the Settlement Administrator shall maintain records regarding dissemination of Notice, returned and re-mailed notices, claims submitted, opt-out requests, objections, and other notice-related activities, and shall provide periodic status reports to the Parties. The Settlement Administrator shall also provide any Declaration requested by the Parties prior to the Final Approval Hearing.

VII. OPT-OUTS AND OBJECTIONS

76. **The Opt-Out Procedure**. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting an Opt-out Request to the Settlement Administrator postmarked no later than the Opt-Out Deadline, which is 30 days prior to the Final Approval Hearing. The Notice also must state that any Settlement Class Member who does not submit a timely an Opt-Out Request in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

a. The Opt-Out Request must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Opt-Out Request" or a comparable statement that the individual does not wish to participate in the Settlement.

b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class

Member on a single Opt-Out Request, or as an agent or representative. Any such purported Opt-Out Request(s) shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Request(s) shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

77. **The Objection Procedure**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorney fees or service award by filing written objections with the Court no later than the Objection Deadline, which is 30 days prior to the Final Approval Hearing. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class; and (vii) the signature of the Settlement Class Member and their attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VIII. SETTLEMENT ADMINISTRATOR

78. **Duties of Settlement Administrator**. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on invalid addresses and undeliverable notices;

d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

h. Reviewing, determining the validity of, and processing all Claim Forms submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Opt-Out Requests and Objections from Settlement Class Members. If the Settlement Administrator receives any Opt-Out Request, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

k. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;

l. Preparing a declaration for submission with the Motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims.

m. Preparing the Supplemental Declaration which shall be filed with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

79. **Limitation of Liability**. The Parties, Settlement Class Counsel, Defendant's Counsel, and Defendant's insurers, reinsurers, financiers, agents and/or third-party administrators, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

80. **Indemnification**. The Settlement Administrator shall indemnify and hold harmless the Parties, Settlement Class Counsel, Defendant's Counsel, and Defendant's financiers, insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

IX. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

81. **Certification of the Settlement Class**. For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Plaintiff as the Class Representative for the Settlement Class for purposes of this Settlement only.

82. **Preliminary Approval**. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing to ensure that any requested revisions from

Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached hereto.

83. **Final Approval**. Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who objected to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all the requirements in Section VII. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. The Parties shall also jointly propose a settlement schedule designed so that the Effective Date, as defined herein, does not occur earlier than nine (9) months after execution of the Parties' Term Sheet. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service award within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

84. **Jurisdiction**. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

X. MODIFICATION AND TERMINATION

85. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

86. **Termination**. Defendant shall have the right to terminate this Agreement if five percent (5%) or more of the Settlement Class submits timely and valid opt-out requests. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the

Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

87. **Effect of Termination**. In the event of a termination as provided in this Section, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

88. **Settlement Not Approved**. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

XI. RELEASES

89. **The Release**. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims as defined in this Agreement, including Unknown Claims. For the avoidance of doubt, the Released Claims are limited to claims arising out of or relating to Defendant's prerecorded calls during the Class Period under the Telephone Consumer Protection Act ("TCPA"), the Telemarketing Sales Rule ("TSR"), and any analogous federal, state, or common-law claims, and the release of any third party is limited solely to actions taken on Defendant's behalf.

90. **Unknown Claims**. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing

Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides 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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

91. **Waiver:** Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

92. **Bar to Future Suits**. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section. This injunction shall extend only to claims within the scope of the Released Claims released under this Agreement.

93. **No Effect on Agreement**. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of the Service Award approved and awarded by the Court or any appeal thereof. The amount and timing of the Service Award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

94. **No Admission of Liability**. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the

Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

95. **No Use of Agreement**. Neither this Agreement nor any act performed or document executed pursuant to this Settlement may be offered or received in evidence as an admission of liability, fault, or wrongdoing by Defendant or any Released Party, except in any proceeding necessary to enforce or interpret this Agreement or the Final Approval Order.

XII. SERVICE AWARD AND ATTORNEY FEES

96. **Service Award**. At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking a Service Award for the Settlement Class Representative in recognition of Plaintiff's contributions to this Action not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) for each Settlement Class Representative, with no more than two (2) incentive awards being sought. Defendant shall not oppose such request. Prior to the disbursement or payment of the Service Award, each Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Any Service Award the Court approves shall be paid out of the Settlement Fund. Within thirty (30) days after the Effective Date, but no earlier than May 15, 2027, the Settlement Administrator shall pay any Service Award approved by the Court. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award(s) shall be fully satisfied upon transmission of the funds into the Settlement Fund. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award(s). Nor shall Defendant be responsible for any tax obligations or payments associated with payment of the Service Award. If the Settlement does not receive final approval, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the benefits to the Settlement Class were negotiated.

97. **Attorney Fees and Costs and Expenses**. At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award for up to one-third of the Settlement Fund which equals One Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($1,333,333.33) and reimbursement of Litigation Costs and Expenses of up to Thirty Thousand Dollars ($30,000.00). Defendant shall not oppose such request. The attorney fees and costs that the Court approves shall be paid from the Settlement Fund. If more is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with this agreement. Within thirty (30) days after the Effective Date, but no earlier than May 15, 2027, the Settlement Administrator shall pay any Attorney Fees and Costs and Expenses approved by the Court. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the Settlement Fund. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. If the Settlement does not receive final

approval, Defendant shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of the Fee Award and Costs was negotiated after the benefits to the Settlement were negotiated.

XIII. MISCELLANEOUS

98. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

99. **Integration of Exhibits**. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

100. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

101. **Resolution**. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

102. **Other Litigation**. Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

103. **Deadlines**. If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

104. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

105. **Singular and Plurals**. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

106. **Headings**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

107. **Construction**. For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

108. **Cooperation of Parties**. The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

109. **Obligation to Meet and Confer**. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

110. **No Conflict Intended**. Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

111. **Governing Law**. The Agreement shall be construed in accordance with, and be governed by, the laws of Pennsylvania, without regard to choice of law principles.

112. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

113. **Notices**. All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Anthony I. Paronich
PARONICH LAW, P.C.
350 Lincoln St. Suite 2400
Hingham, MA 02043
anthony@paronichlaw.com

All notices to Defendant provided for herein shall be sent by email to:

Gregory P. Graham
Danielle M. Vugrinovich
MARSHALL DENNEHEY, P.C.
Union Trust Building
501 Grant Street, Suite 700
Pittsburgh, PA 15219
Dmvugrinovich@mdwcg.com
Gpgraham@mdwcg.Com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

114. **Authority**. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

115. **No Government Third-Party Rights or Beneficiaries**. No government agency or official can claim any rights under this Agreement or Settlement.

116. **No Collateral Attack**. The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

117. **Survival**. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

118. **Schedule and Deadlines**. Subject to court approval, the Parties agree to following schedule and deadlines.

Event	Deadline
The Parties provide the Settlement Class List to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiff shall file Motion for Final Approval and Application for Attorney Fees, Costs, and Service Award	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Final Approval Hearing	No earlier than one hundred twenty (120) days after Preliminary Approval, and the Parties shall jointly request a schedule designed so that the Effective Date does not occur earlier than nine (9) months after execution of the Parties' Term Sheet.

Docusign Envelope ID: D3A4E5F3-0C29-8176-820F-60AA2AE0A31A

XIV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Andre Felix

By: Andre Date: 28/08/2026

Defendant ConnectAmerica.com

By: Charles Bernicker, CFO Date: 8/24/26

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: DocuSigned by: Anthony Paronich BE8BD1DACF1B4A7... Date: 8/29/2026

Counsel for Defendant

By: Date: 8/24/2026

— EXHIBIT A —

Felix v. ConnectAmerica.com
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED



<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

[FIRST NAME] [LAST NAME]
[COMPANY]
[ADDRESS 1]
[ADDRESS 2]
[CITY] [STATE] [ZIP][ZIP4]

Notice of Proposed Settlement of Class Action

A Settlement was reached in the class action lawsuit:

Felix v. ConnectAmerica.com LLC

No. GD-26-007931, in the in the Court of Common Pleas of Allegheny County, Pennsylvania.

What is this about? There is a lawsuit against ConnectAmerica.com, LLC ("Defendant"). The lawsuit alleged that Defendant broke a federal law called the Telephone Consumer Protection Act ("TCPA") by placing calls to cellular telephones using an artificial or prerecorded voice, without prior consent.

Am I part of the Settlement? Yes, if this postcard was addressed to you, then you are part of the Settlement. The Settlement applies to all persons in the United States (1) who did not provide their telephone number to Defendant, (2) to whom Defendant delivered, or caused to be delivered, at least one pre-recorded message, (3) to the person's cellular telephone number (4) from April 1, 2021 through the date of preliminary approval.

What are the benefits? Defendant will pay cash to all Settlement Class Members who submit a valid claim. Defendant's maximum aggregate obligation under the Settlement is $4,000,000 (the "Settlement Cap"). There are about 14,534 people in the Settlement. Thus, the amount of money is estimated to be $275.00 per person, reduced by the claimant's proportionate share of fees, costs, expenses and administration. Payments may also be reduced on a pro rata basis if the aggregate value of all valid claims exceeds the Settlement Cap.

What are my options?

1. **Submit a claim and get money**. To get money, you must submit a Claim Form—either online at **[Website URL]** by **[date]** or by mail postmarked by **[date]** to **[ADDRESS]**. Submitting a claim online is the fastest way.
2. **You can do nothing**. If you do nothing, the Settlement will still apply to you—and you give up your right to sue Defendant about the claims covered by the Settlement. But you will not get any money. To get money, you must submit a claim.
3. **You can "opt-out" of the Settlement**. If you want to personally sue Defendant because of the pre-recorded calls, then you must "opt-out" of the Settlement by submitting a "Opt-Out Request" to **[ADDRESS]** by **[date]**.
4. **You can "object" to the Settlement.** You can stay in the Settlement and tell the Court why you think the Settlement should not be approved. To do so, you must submit an objection to the Court by **[date]**.

More information about how to submit a claim, opt-out, or object is available at **[Website URL]**. The Court will hold the Final Approval Hearing on **[date]** at **[time]**. There, the Court will decide (i) whether the Settlement is fair, reasonable, and adequate and should be approved; (ii) whether to award attorneys' fees up to $1,333,333.33 and costs up to $30,000.00; and (iii) whether to award service payment of $10,000.00 to the class representative(s). You may attend the hearing, but you don't have to.

This is only a summary. For more information and copies of all important documents, please visit **[Website URL].** You can also call the Settlement Administrator at **(xxx) xxx-xxxx** or email at **[EMAIL ADDRESS]**.

Visit [Website URL]or call (xxx) xxx-xxxx

— EXHIBIT B —

From: Administrator@XXXX.com

To: SettlementClassMemberName@domain.com

Re: Legal Notice of Class Action Settlement – ConnectAmerica.com, LLC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Felix v. ConnectAmerica.com, LLC
No. GD-26-007931
in the Court of Common Pleas of Allegheny County, Pennsylvania
You may be entitled to cash from a class action settlement about pre-recorded telephone calls and solicitations from ConnectAmerica.com, LLC

*You are **not** being sued. This is **not** a solicitation from a lawyer.*

This notice was authorized by the Court of Common Pleas of Allegheny County, Pennsylvania

Name: ADD

Claim ID: ADD

You received this email notice because ConnectAmerica.com's records show you may be a member of the Settlement Class. This notice tells you how to get more information.

What is this about? There is a lawsuit against ConnectAmerica.com ("Defendant"). The lawsuit alleges that Defendant broke a federal law called the Telephone Consumer Protection Act ("TCPA") by placing calls to cellular telephones using an artificial or prerecorded voice without prior consent.

Am I part of the Settlement? Yes, if this email was addressed to you, then you are part of the Settlement. The Settlement applies to all persons in the United States (1) who did not provide their telephone number to Defendant, (2) to whom Defendant delivered, or caused to be delivered, at least one pre-recorded message, (3) to the person's cellular telephone number (4) from April 1, 2021 through the date of preliminary approval.

What are the benefits? Defendant will pay cash to all Settlement Class Members who submit a valid claim. Defendant's maximum aggregate obligation under the Settlement is $4,000,000 (the "Settlement Cap"). There are about 14,534 people in the Settlement. Thus, the amount of money is estimated to be $275.00 per person, reduced by the

claimant's proportionate share of fees, costs, expenses and administration. Payments may also be reduced on a pro rata basis if the aggregate value of all valid claims exceeds the Settlement Cap.

What are my options?

1. **Submit a claim and get money**. To get money, you must submit a Claim Form—either online at **[Website URL]** by **[date]** or by mail postmarked by **[date]** to **[ADDRESS]**. Submitting a claim online is the fastest way.
2. **You can do nothing**. If you do nothing, the Settlement will still apply to you—and you give up your right to sue Defendant about the pre-recorded calls. But you will not get any money. To get money, you must submit a claim.
3. **You can "opt-out" of the Settlement**. If you want to personally sue Defendant because of the pre-recorded calls, then you must "opt-out" of the Settlement by submitting a "Request for Exclusion" to **[ADDRESS]** by **[date]**.
4. **You can "object" to the Settlement.** You can stay in the Settlement and tell the Court why you think the Settlement should not be approved. To do so, you must submit an objection to the Court by **[date]**.

More information about how to submit a claim, opt-out, or object is available at **[Website URL]**. The Court will hold the Final Approval Hearing on **[date]** at **[time]**. There, the Court will decide (i) whether the Settlement is fair, reasonable, and adequate and should be approved; (ii) whether to award attorneys' fees up to $1,333,333.33 and costs up to $30,000.00; and (iii) whether to award a service payment of $10,000.00 to the class representative. You may attend the hearing, but you don't have to.

This is only a summary. For more information and copies of all important documents, please visit **[Website URL].** You can also call the Settlement Administrator at **[phone number]** or email at [**EMAIL ADDRESS**].

— EXHIBIT C —

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you got a postcard from ConnectAmerica.com about a Class Action Settlement, then you may be eligible to get a cash payment.

- A proposed Settlement has been reached in a class action lawsuit known as *Felix v. ConnectAmerica.com, LLC,* Case No. GD-26-007931, (the "Lawsuit"), filed in the Court of Common Pleas of Allegheny County, Pennsylvania.
- The Lawsuit is against Defendant ConnectAmerica.com, LLC ("Defendant"). The Lawsuit alleged that Defendant broke a federal law called the Telephone Consumer Protection Act ("TCPA") by placing calls to cellular telephones using an artificial or prerecorded voice without prior consent.
- Defendant will pay cash to all Settlement Class Members who submit a valid claim. Defendant's maximum aggregate obligation under the Settlement is $4,000,000 (the "Settlement Cap"). There are about 14,534 people in the Settlement. Thus, the amount of money is estimated to be $275.00 per person, reduced by the claimant's proportionate share of fees, costs, expenses and administration. Payments may also be reduced on a pro rata basis if the aggregate value of all valid claims exceeds the Settlement Cap.
- You are included in this Settlement as a Settlement Class Member if you are an individual in the United States (1) who did not provide their telephone number to Defendant, (2) to whom Defendant delivered, or caused to be delivered, at least one pre-recorded message, (3) to the person's cellular telephone number (4) from April 1, 2021 through the date of preliminary approval.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	**You must submit a valid Claim Form to get money from this Settlement.** Claim Forms must be submitted online by **<<DATE>>** or, if mailed, postmarked no later than **<<DATE>>**.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money or benefits.
Exclude Yourself	**Get out of the Settlement. Get no money. But keep your rights.** This is the only option that allows you to keep your right to sue Defendant about the claims in the Lawsuit. You will not get any money from the Settlement. Your Request for Exclusion must be postmarked no later than **<<DATE>>**.
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than **<<DATE>>.**
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. *See* Question 18 for more details. The Final Approval Hearing is scheduled for **<<DATE>>**, at **<<TIME>> ET**.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you received an automated or pre-recorded call from ConnectAmerica.com from April 1, 2021, to the present, did not provide that telephone number to ConnectAmerica.com or otherwise consent to receive calls from ConnectAmerica.com, and:

- Your phone number appeared in calling records obtained for this case, in which case you may have received a postcard from the Settlement Administrator.
- Even if you did not get a postcard, you may still be part of the class if your cell phone number appears in the calling records obtained for this case. If you would like to check your cell phone number against the calling records, please call the Settlement Administrator at [xxx-xxx-xxxx] and provide your name and cell phone number.

The Settlement Class excludes: (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

This Notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Felix v. ConnectAmeric.com, LLC,* Case No. GD-26-007931, and it is filed in the Court of Common Pleas of Allegheny County, Pennsylvania (the "Lawsuit"). The person who sued is called the "Plaintiff" and the company they sued, ConnectAmerica.com, is known as the "Defendant" in this case.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of a group of people who may have similar claims.

The Lawsuit alleged that Defendant violated a federal law called the Telephone Consumer Protection Act ("TCPA") by placing calls to cellular telephones using an artificial or prerecorded voice without prior consent and for making telephone solicitation calls, text messages, or a combination thereof to residential telephone numbers on the National Do Not Call Registry.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Plaintiff/Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests of Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at **[Website URL]**.

4. Why is this a class action?

In a class action, one or more people called a "Settlement Class Representative" sue on behalf of all people who have similar claims. All these people together are the "Settlement Class" or "Settlement Class Members."

5. How do I know if I am included in the Settlement?

You are a Settlement Class Member if you are an individual in the United States (1) who did not provide their telephone number to Defendant, (2) to whom Defendant delivered, or caused to be delivered, at least one pre-recorded message, (3) to the person's cellular telephone number (4) from April 1, 2021 through the date of preliminary approval.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit **[Website URL]**, call toll free **(xxx) xxx-xxxx**, or write to: *Felix v. ConnectAmeric.com, LLC* c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Defendant will pay cash to all Settlement Class Members who submit a valid claim. Defendant's maximum aggregate obligation under the Settlement is $4,000,000 (the "Settlement Cap"). There are about 14,534 people in the Settlement. Thus, the amount of money is estimated to be $275.00 per person, reduced by the claimant's proportionate share of fees, costs, expenses and administration. Payments may also be reduced on a pro rata basis if the aggregate value of all valid claims exceeds the Settlement Cap.

7. How to submit a Claim Form

All Claim Forms will be reviewed by the Settlement Administrator for completeness and eligibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by **<<DATE>>** or postmarked no later than **<<DATE>>**. You can download a Claim Form at **[Website URL]** or you can call the Settlement Administrator at **(xxx) xxx-xxxx** for a Claim Form.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant and each of its past, present, and future members, owners, direct and indirect parents, subsidiaries, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of their past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, agents, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies including, but not limited to, the vendors, sub-vendors, contractors, subcontractors, and service providers retained to make place or facilitate calls or text messages (or which was involved in placing or facilitating calls or text messages for the Released Parties) for any and all claims, 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, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, as of preliminary approval, that arise out of or relate in any way to the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq*. (the "TCPA"), the TCPA's implementing regulations, 47 C.F.R. § 64.1200, *et seq*., the Telemarketing Sales Rule, 16 C.F.R. § 310, et seq. (the "TSR"), any corollary or state laws similar to the TCPA and TSR, or enactment of any other

statutory, regulatory or common law claim arising thereunder, based upon or relating to prerecorded calls placed by or on behalf of Defendant to cellular telephone numbers during the period from April 1, 2021 through the date of Preliminary Approval. However, the release of any third party is limited to actions taken on behalf of the Defendant.

The Settlement Agreement, which includes all provisions about settled claims, releases, and the Releasees, is available at **[Website URL]**.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Settlement Class Representative receive compensation?

Yes. If approved by the Court, the Settlement Class Representative will receive a Service Award Payment of up to $10,000.00, to compensate them for services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Settlement Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written Request for Exclusion (or "Opt-Out Request"). The Opt-Out Request must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Opt-Out Request" or a comparable statement that the individual does not wish to participate in the Settlement.

Your written Request for Exclusion must be postmarked no later than **<<DATE>>** to*: Felix v. ConnectAmerica.com, LLC,* c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324.

Instructions on how to submit a Request for Exclusion are available at **[Website URL]**, or from the Settlement Administrator by calling **(xxx) xxx-xxxx.**

If you exclude yourself, you will not be able to receive any cash benefit from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the Released Claims at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. Anthony I. Paronich of Paronich Law, P.C. (called "Settlement Class Counsel") represents the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of attorneys' fees of up to $1,333,333.33 and Litigation Costs and Expenses of up to $30,000.00 to be paid by Defendant from the Settlement Fund. A copy of Settlement Class Counsel's Motion for attorneys' fees, costs, expenses, and Service Award Payment for the Settlement Class Representative will be posted on the Settlement Website, **[Website URL]**, before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

(i) the name of the Action;
(ii) the Settlement Class Member's full name and current mailing address;
(iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
(iv) the identity of any attorneys representing the objector;
(v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
(vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class; and
(vii) the signature of the Settlement Class Member and their attorney.

Your Objection must be filed with the Clerk of Court and include the case name and docket number, *Felix v. ConnectAmerica.com, LLC,* Case No. GD-26-007931, in the Court of Common Pleas of Allegheny County, Pennsylvania, to be received no later than **DATE** at:

Attn: Clerk of the Court
7th & 8th Floors
414 Grant Street
Pittsburgh, PA 15219

You must also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline.

SETTLEMENT ADMINISTRATOR
Felix v. ConnectAmerica.com, LLC c/o Kroll Settlement Administration LLC, P.O. Box 5324 New York, NY 10150-5324

CLASS COUNSEL	DEFENSE COUNSEL
Anthony I. Paronich **PARONICH LAW, P.C.** 350 Lincoln St. Suite 2400 Hingham, MA 02043 anthony@paronichlaw.com	Gregory P. Graham Danielle M. Vugrinovich **MARSHALL DENNEHEY, P.C.** Union Trust Building 501 Grant Street, Suite 700 Pittsburgh, PA 15219 Dmvugrinovich@mdwcg.com Gpgraham@mdwcg.Com

If you do not submit your Objection with all requirements, or if your Objection is not received by <<DATE>>, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

16. What is the difference between objecting and asking to be excluded?

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

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing on **<<DATE>>**, at **<<TIME>>** in the Court of Common Pleas of Allegheny County, Pennsylvania and it may also be held virtually. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check **[Website URL]** for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service Award Payment to the Settlement Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

GET MORE INFORMATION

20. How do I get more information about the Settlement or update my address?

This is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for attorneys' fees, costs, expenses, and Service Award Payment for the Settlement Class Representative, and/or need to update your contact information, please visit **[Website URL]**, or call **(xxx) xxx-xxxx**. You may also contact the Settlement Administrator at: *Felix v. ConnectAmerica.com, LLC*, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.

— EXHIBIT D —

Your claim must be submitted online or **postmarked by**: **DATE**	**CLAIM FORM FOR CONNECTAMERICA.COM TCPA CLASS ACTION SETTLEMENT** *Felix v. ConnectAmerica.com, LLC,* Case No. GD-26-007931 in the Court of Common Pleas of Allegheny County, Pennsylvania	**ConnectAmerica.com**

USE THIS FORM ONLY IF YOU ARE A SETTLEMENT CLASS MEMBER TO MAKE A CLAIM FOR A SETTLEMENT PAYMENT

GENERAL INSTRUCTIONS

If you are a member of the Settlement Class, you are eligible to complete this Claim Form to claim a cash payment. Please refer to the Notice posted on the Settlement Website **[Website URL],** for more information on submitting a Claim Form and information on the limits and requirements applicable to these claims.

To receive a Settlement Payment from this Settlement via an electronic payment, you must submit the Claim Form below electronically at [Website URL] by <<DATE>>.
This Claim Form may be submitted electronically via the Settlement Website at **[Website URL]** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Felix v. ConnectAmerica.com, LLC
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Payment through electronic transfer, please visit the website and file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name **Last Name**

Address 1

0000000000000
0 0 0 0 0 0 0 0 0 0 0 0 0

Address 2

City **State** **Zip Code**

Email Address: _____@_____

Telephone Number: (_____ _____ _____) _____ _____ _____ - _____ _____ _____ _____

III. PROOF OF SETTLEMENT CLASS MEMBERSHIP

☐ By checking this box, I certify under penalty of perjury that I (i) owned or was the subscriber for the telephone number identified in this Claim Form from April 1, 2021 to present; (ii) that I did not provide the telephone number to ConnectAmerica.com in order to be contacted, or authorize another person to do so on my behalf; (iii) that I have not previously submitted or filed a legal claim for this telephone number in connection with any call received from the Defendant; and (iv) that I understand that the Settlement Administrator may, at its discretion, request reasonable documentation to verify my claim.

Enter the Class Member ID Number provided on your postcard Notice:

Class Member ID : xxxx ____ ____ ____ ____ ____ ____ ____ ____

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

_____ ____ ____ / ____ ____ / ____ ____ ____ ____
Signature Date

_____
Print Name

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database