SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among the following parties: Plaintiff Eric Geaslin ("Plaintiff"), on behalf of himself and the Settlement Class (as defined below), and Defendant Colony Ridge Development, LLC d/b/a Terrenos Santa Fe ("Defendant"). Plaintiff and Defendant are herein collectively referred to as the "Parties," or, individually, as a "Party."

WHEREAS, on June 26, 2024, Plaintiff filed the Class Action Complaint (the "Complaint") on behalf of himself and a putative class in the lawsuit styled *Eric Geaslin v. Colony Ridge Development, LLC d/b/a Terrenos Santa Fe*, Case No. 4:24-cv-02418 (S.D. Tex.) (the "Action"), which asserts claims under the Telephone Consumer Protection Act ("TCPA").

WHEREAS, Plaintiff alleges that he and members of the putative class received text messages from or on behalf of Defendant without the requisite prior express written consent, which allegedly harmed him and the putative class members (the "Allegations");

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

WHEREAS, on May 7, 2025, the Parties and their counsel participated in a mediation via Zoom with mediator Seamus Duffy, in an attempt to resolve the Action on a class-wide basis while avoiding the cost, delay, and uncertainty of further litigation, trial and appellate practice;

WHEREAS, the Parties reached a settlement agreement in principle on May 7, 2025 to resolve the Action on behalf of the Settlement Class;

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

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

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

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

I. DEFINITIONS

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

A. "Administrator" means Class Experts Group, LLC ("CEG"), which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) distribution of the Class Notice and Claim Form and any other necessary mailings to Settlement Class Members required under this Agreement or by Court Order; (c) forwarding written inquiries from Settlement Class Members to Class Counsel; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms, opt-outs, and objections, and distributing payments to Settlement Class Members and Class Counsel; and (f) otherwise assisting with implementing and administrating this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

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

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

D. "Claim" means a written request for a Claim Settlement Payment via a fully completed and executed Claim Form submitted by a Settlement Class Member to the Administrator in exchange for a release.

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

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

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

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

I. "Claimant" means any Settlement Class Member who submits a valid and timely Claim in accordance with this Agreement.

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

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

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

M. "Class Period" means the time period from June 27, 2020 through May 7, 2025.

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

O. "Counsel for Defendant" means Eric Chenoweth, Ajamie LLP, 711 Louisiana Street, Suite 1600, Houston, TX 77002, and/or any other counsel who enters an appearance for Defendant in the Action.

P. "Court" means the U.S. District Court for the Southern District of Texas, that is assigned to and presiding over the Action.

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

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

S. "Final Approval Hearing" means a hearing set by the Court, which Plaintiff shall request to be at least 120 days after entry of the Preliminary Approval Order, for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement administration in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

T. "Final" as used in this Agreement when referring to the Final Approval Order, means the later of the date that (i) the time has run for any appeals from the Final Approval Order (i.e. 31 days after the entry of the Final Approval Order); or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement.

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

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

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

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

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

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

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

BB. "Released Claims" means all claims for relief, liabilities, demands, suits, debts, obligations, promises, agreements, costs, damages, judgments, and causes of action of every nature and kind, whether vested or contingent, past or current, accrued or unaccrued, whether known or unknown, in law or in equity, matured or unmatured, whether or not such claims were or could have been brought or raised in any applicable civil action, suspected or unsuspected, that arise out of, concern or relate to the TCPA and/or any other related federal or state laws regarding telemarketing of any kind and/or the use of a telephone dialing system to make calls or send text messages and which arise from calls made or text messages sent by or on behalf of Defendant to Settlement Class Members related in any way to Defendant or their business partners' goods or services, from any time prior to May 7, 2025.

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

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

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

FF. "Settlement" means the settlement set forth in this Agreement.

GG. "Settlement Amount" means the total sum of one million nine hundred ninety four thousand one hundred twenty three dollars and zero cents ($1,994,123.00) that Defendant agrees to pay to the Settlement Fund to settle this case pursuant to this Agreement.

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

> All persons throughout the United States (1) to whom Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Colony Ridge Development, LLC d/b/a Terrenos Santa Fe's or its business partners' goods or services, (2) where the person's residential telephone number had been registered with the National Do Not Call Registry for at least thirty days before Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered, or caused to be delivered, at least two of the text messages within the 12-month period, (3) whose residential telephone numbers are included in the Settlement Class Data, (4) between June 27, 2020 and May 7, 2025.

The Settlement Class consists of up-to 71,700 members and excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and their officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) any Settlement Class Member who has timely opted out of this proceeding; and (5) Class Counsel, their employees, and their immediate families.

II. “Settlement Class Data” means data relating to the text messages which were sent by Defendant, according to Defendant’s records, after removing telephone numbers to whom Defendant has records evidencing the existence of an established business relationship. The Settlement Class Data shall be treated as Confidential Information.

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

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

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

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

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

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

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

B. Settlement Class Relief

1. Settlement Fund

Within seven (7) days of the Effective Date, Defendant shall deposit the Settlement Amount into the Settlement Fund, which shall be an interest-bearing account maintained by the Claims Administrator. Each Settlement Class Member shall look solely to the Settlement Fund for satisfaction of all Released Claims as provided in this Agreement. Defendant shall have no obligation to make any other or further payments to Plaintiff or to any Settlement Class Member, or to Class Counsel with respect to this Settlement other than the Settlement Amount.

2. Claim Settlement Payments to Settlement Class

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

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

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

C. Settlement Approval

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

D. Service Award and Attorneys' Fees and Expenses

1. Service Award

Class Counsel may petition the Court for a reasonable Service Award not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00), to be paid solely from the Settlement Fund. Defendant agrees not to oppose this petition.

2. Attorneys' Fees

Class Counsel may request an award of Attorneys' Fees not to exceed one-third (1/3) of the Settlement Amount, or $664,707.66, to be paid solely from the Settlement Fund. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation.

3. Litigation Costs and Expenses.

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

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on CEG as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, (a) distribution of the Class Notice and Claim Form and any other necessary mailings to Settlement Class Members required under this Agreement or by Court Order; (b) forwarding written inquiries from Settlement Class Members to Class Counsel; (c) establishing the Settlement Website; (d) receiving and processing Settlement Claims Forms, opt-outs, and objections, and distributing payments to Settlement Class Members and Class Counsel; and (e) otherwise assisting with implementing and administrating this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant . The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties agree is appropriate. The Parties will coordinate with the Administrator to provide Mail Notice to the Settlement Class, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order. All Notice and Administrative Costs shall be paid from the Settlement Fund.

B. Notice

1. Notice to the Settlement Class

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

2. Settlement Class Data

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

3. Mail Notice

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

4. Long-Form Notice

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

5. Settlement Website

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

6. IVR

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

7. CAFA Notice

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

C. Claim Filing, Review, and Approval Process

1. Claim Form

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

2. Claim Filing Process

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

3. Invalid Claims

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

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; and that the Settlement Class Claimant is a member of the Settlement Class. All such Claim criteria shall be strictly enforced. Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in that Claim being deemed invalid, and Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall not receive any incentive for denying claims.

5. Settlement Class Payment List

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

D. Opt-Out Rights

1. Opt-Out Requirements

A Settlement Class Member who wishes to opt out of the Settlement Class must do so in writing. To opt out, a Settlement Class Member must complete and send to the Administrator, at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the telephone number at which the person received a text message from Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Class in *Eric Geaslin v. Colony Ridge Development, LLC*, Case No. 4:24-cv-02418 (S.D. Tex.)."

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

2. Opt-Outs Not Bound

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

3. List of Requests for Exclusion

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

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

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

5. All Settlement Class Members Bound by Settlement

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

E. Objections

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

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

1. Process

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

2. Requirements

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

a. Full name;

b. Address;

c. Current telephone number;

d. Telephone number to which Defendant delivered the subject text message(s), demonstrating that you are a member of the class;

e. Identification of any documents to show that the objector is a member of the class or which the objector desires the Court to consider;

f. A statement of the objector's specific objection(s);

g. A description of the facts underlying the objection(s);

h. The grounds for the objection(s);

i. A list of all witnesses that the objector intend to call by live testimony, deposition testimony, or affidavit or declaration testimony;

j. A list of exhibits that the objector intends to present; and

k. A statement noting whether the objector intends to appear at the final fairness hearing.

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

3. Appearance

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

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

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

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

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

F. Non-Approval of Agreement

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

G. Termination of Agreement

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

H. Retention of Records

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

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

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

B. Dismissal of Claims

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

C. Continuing Jurisdiction of Court

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

V. RELEASES

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

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

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

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

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

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

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

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

VII. MISCELLANEOUS PROVISIONS

A. Receipt of Advice of Counsel

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

B. Cooperation to Facilitate this Settlement

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

C. Representation by Counsel

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

D. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by Plaintiff, on behalf of himself or the Settlement Class, against Defendant. Defendant expressly denies and disclaims any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the

Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

E. Contractual Agreement

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

F. Change of Time Periods

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

G. Integration

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

H. Drafting

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

I. Costs

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

J. Modification or Amendment

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

K. No Waiver

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

L. Severability

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

M. No Violation of Law or Agreement

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

N. Successors

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

O. Choice of Law

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

P. Fair and Reasonable

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

Q. Headings

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

R. Exhibits

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

S. Counterparts

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

T. Facsimile and Electronic Mail

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

U. Warranty of Signature

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

V. No Assignment

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

W. Subsequent Change in Law

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

Plaintiff:

Eric Geaslin (Aug 14, 2025 17:19:54 CDT)
_________________________________ Date: 08/14/2025
Eric Geaslin

Colony Ridge Development, LLC:

By: _________________________________ Date:____________________

Its: _________________________________

APPROVED AS TO FORM AND CONTENT:

Class Counsel:

_________________________________ Date: 8/14/2025
Pardell, Kruzyk & Giribaldo, PLLC

Counsel for Colony Ridge Development, LLC:

_________________________________ Date:____________________
Ajamie LLP

EXHIBIT 1

Carefully separate at perforation

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

Eric Geaslin v. Colony Ridge Development, LLC
Case No. 4:24-cv-02418 (S.D. Tex.)

CLAIM FORM

[admin] ID: «[Admin] ID»
«First Name» «Last Name»
«Address1»
«City», «State» «Zip»

Name/Address Changes:
____
____
____

Bottom Inside

Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered at least two text messages to my cellular telephone number, between June 27, 2020 and May 7, 2025.

IF YOU MOVE, send your CHANGE OF ADDRESS to the Settlement Administrator at the address on the backside of this form.

Signature: ______________________________

Telephone number on which I received the texts:
____

Date of Signature: ______________________________

To receive a payment you must enter all requested information above, sign, and mail this claim form, postmarked on or before [month] [day], 2025.
Or you may visit the settlement website, www.ColonyRidgeTCPASettlement.com, or call [number].

To exclude yourself from the class action settlement you must mail a written request for exclusion to the claims administrator, postmarked on or before [month] [day], 2025.
Your request must include the information required by the Court's [month] [day], 2025 Order.

Postage

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

Geaslin v. Colony Ridge Settlement Administrator
[address]
[city], [state] [zip code]

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Eric Geaslin, on behalf of himself and all others similarly situated, Plaintiff, v. Colony Ridge Development, LLC d/b/a Terrenos Santa Fe, Defendant.	CASE NO.: 4:24-cv-02418

WEBSITE Q & A NOTICE

This is a notice of a settlement of a class action lawsuit.
This is not a notice of a lawsuit against you.

If Colony Ridge Development, LLC d/b/a Terrenos Santa Fe, delivered at least two text messages to your cellular telephone number, which you use as a residential telephone number, between June 27, 2020 and May 7, 2025, you may be entitled to compensation as a result of a settlement in the class action lawsuit captioned:

***Eric Geaslin v. Colony Ridge Development, LLC*, Case No. 4:24-cv-02418 (S.D. Tex.)**

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

Please read this notice carefully.
It explains your rights and options to participate in a class action settlement.

- Eric Geaslin sued Colony Ridge Development, LLC d/b/a Terrenos Santa Fe ("Defendant"), alleging that Defendant delivered non-emergency advertising and marketing text messages to cellular telephone numbers without having obtained prior express written consent to do so, in violation of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227.

- A settlement will result in a $1,994,123 fund to fully settle and release claims of persons throughout the United States (1) to whom Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Colony Ridge Development, LLC's or its business partners' goods or services, (2) where the person's residential telephone number had been registered with the National Do Not Call Registry for at least thirty days before Colony Ridge Development, LLC delivered, or caused to be delivered, at least two of the text messages within the 12-month period, (3) whose residential telephone numbers are included in the Settlement Class Data, (4) between June 27, 2020 and May 7, 2025.

- The settlement fund will be used to pay the settlement amounts to class members who elect to participate, after deducting the third-party costs associated with procuring the Settlement Class Data, the costs of settlement notice and administration, attorneys' fees, costs, and litigation expenses, and an incentive award to Mr. Geaslin.

- Your legal rights are affected, and you now have a choice to make:

SUBMIT A TIMELY CLAIM FORM:	If you submit a valid claim form by [date], you will receive a proportionate (pro rata) share of the settlement fund, after deductions, and you will release claims you may have against Defendant related to this case.
DO NOTHING:	If you do nothing, you will not receive a share of the settlement fund, but if you are a class member you will release claims you may have against Defendant related to this case.
EXCLUDE YOURSELF:	If you exclude yourself from the settlement, you will not receive a share of the settlement fund, and you will not release any claims you have against Defendant. The deadline for excluding yourself is [date].
OBJECT:	Write to the Court about why you do not like the settlement. The deadline to object is [date].

Why is this notice available?

This is a notice of a proposed settlement in a class action lawsuit. The settlement, if it becomes final, will resolve the lawsuit Mr. Geaslin filed against Defendant. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check, excluding yourself from the settlement, or objecting to the settlement.

What is this lawsuit about?

Mr. Geaslin sued Defendant, alleging that Defendant delivered non-emergency advertising and marketing text messages to residential cellular telephone numbers without having obtained prior express written consent to do so, in violation of the TCPA. Defendant denies the allegations and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties have agreed to a settlement.

Why is this a class action?

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or are “class members.” The Court accordingly resolves claims for all class members, except for those who exclude themselves from the class.

Why is there a settlement?

Mr. Geaslin, on the one hand, and Defendant, on the other, have agreed to settle the lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. The proposed settlement was reached after Mr. Geaslin and Defendant litigated this matter for over a year, and after they attended a mediation before a neutral mediator, Seamus Duffy. Under the settlement, class members will obtain a payment in settlement of the claims Mr.

Geaslin raised in the lawsuit. Mr. Geaslin and his attorneys think the settlement is fair and reasonable.

How do you know if your claims are included in the settlement?

The settlement resolves claims on behalf of the following class:

> All persons throughout the United States (1) to whom Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Colony Ridge Development, LLC's or its business partners' goods or services, (2) where the person's residential telephone number had been registered with the National Do Not Call Registry for at least thirty days before Colony Ridge Development, LLC delivered, or caused to be delivered, at least two of the text messages within the 12-month period, (3) whose residential telephone numbers are included in the Settlement Class Data, (4) between June 27, 2020 and May 7, 2025.

There are up-to 71,616 telephone numbers in the Settlement Class Data, which will then be scrubbed against the National Do Not Call Registry to ascertain the number of settlement class members.

What does the settlement provide?

Defendant will establish a settlement fund in the amount of $1,994,123.00 to compensate members of the class. Out of the settlement fund will be paid:

a. Settlement compensation to class members;

b. Notice and administration costs not to exceed $_____;

c. An award of attorneys' fees not to exceed one-third of the settlement fund ($664,707.66), subject to the Court's approval;

d. Costs and expenses incurred litigating the claims in this matter not to exceed $8,000.00, subject to the Court's approval; and

e. An incentive award to Mr. Geaslin not to exceed $12,000.00, subject to the Court's approval.

Each class member who submits a timely and valid claim form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the $1,994,123.00 settlement fund as it exists *after* deducting:

a. Notice and administration costs;

b. An award of attorneys' fees;

c. Costs and expenses incurred litigating the claims in this matter; and

d. Any incentive award to Mr. Geaslin.

It is estimated that each participating class member will receive between $1,000.00 and $2,000.00. The actual amount each participating class member will receive may be more or less depending on the number of class members who submit timely, valid claims.

How can you get a payment?

You must mail a valid claim form to: "Geaslin v. Colony Ridge Settlement Administrator," [address], [city], [state] [zip code], postmarked by [month] [day], 2025. Alternatively, you must submit a valid claim through www.ColonyRidgeTCPASettlement.com by [month] [day], 2025. You do not need to submit a claim form via both methods. Submitting claim forms via both methods *will not* lead to multiple payments.

When will you be paid?

If the Court grants final approval of the settlement, settlement checks will be mailed to class members who timely mailed or submitted valid claim forms no later than 30 days after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

What rights are you giving up in this settlement?

If you fall within the class, and unless you exclude yourself from the settlement, you will give up your right to sue or continue a lawsuit against Defendant over the released claims. Giving up your legal claims is called a release. Unless you formally exclude yourself from the settlement, you will release your claims against Defendant.

For more information on the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement on the settlement website, www.ColonyRidgeTCPASettlement.com, or from the Clerk of the United States District Court for the Southern District of Texas.

How can you exclude yourself from the settlement?

You may exclude yourself from the settlement, in which case you will <u>not</u> receive a payment. If you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the claims administrator at the following address, postmarked by **[month] [day], 2025**:

Geaslin v. Colony Ridge Settlement Administrator
ATTN: EXCLUSION REQUEST
[address]
[city], [state] [zip code]

You must include in your request for exclusion your:

a. Full name;

b. Address;

c. Telephone number to which Defendant delivered the subject text message(s), demonstrating that you could be a member of the class; and

d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as "I request to be excluded from the settlement in the Geaslin v. Colony Ridge action."

You must sign the request personally. If any person signs on your behalf, that person must attach a copy of the power of attorney authorizing that signature.

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

The Court will hold a final fairness hearing on **[month] [day], 2025**, at **[time] CST**. The hearing will take place in the United States District Court for the Southern District of Texas, 515 Rusk Avenue, Houston, TX 77002. At the final fairness hearing the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing to a later date.

Do you have to attend the hearing?

No, there is no requirement that you attend the hearing. However, you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the class settlement because the settlement no longer affects your legal rights.

What if you want to object to the settlement?

If you do not exclude yourself from the settlement, you can object to the settlement, or any part of it, if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of objection, postmarked by **[month] [day], 2025**, to class counsel, Defendant's attorneys, and to the Court, at the following addresses:

Class Counsel:	Defendant's Counsel:	Court:
Alex D. Kruzyk Bryan A Giribaldo Pardell, Kruzyk & Giribaldo, PLLC 7500 Rialto Blvd. Suite 1-250 Austin, Texas 78735	Eric Chenoweth Ajamie LLP 711 Louisiana Street, Suite 1600 Houston, TX 77002	U.S. District Court for the Southern District of Texas 515 Rusk Avenue Houston, TX 77002

You must include in your objection your:

a. Full name;

b. Address;

c. Telephone number to which Defendant delivered the subject text message(s), demonstrating that you could be a member of the class;

d. Identification of any documents to show that you are a member of the class or which you desire the Court to consider;

e. A statement of your specific objection(s);

f. A description of the facts underlying your objection(s);

g. The grounds for your objection(s);

h. A list of all witnesses that you intend to call by live testimony, deposition testimony, or affidavit or declaration testimony;

i. A list of exhibits that you intend to present; and

j. A statement noting whether you intend to appear at the final fairness hearing.

By when must you enter an appearance to object?

Any class member who objects to the settlement and wishes to enter an appearance must do so by **[date], 2025**. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. Mail or hand-delivery, upon class counsel and Defendant's attorneys, at the addresses set forth below.

What if you do nothing?

If you do nothing and the Court approves the settlement agreement, you will not receive a share of the settlement fund, but you will release any claim you have against Defendant related to the allegations in this case. Unless you exclude yourself from the settlement, you will not be able to sue or continue a lawsuit against Defendant over the released claims.

What will happen if the Court does not approve the settlement?

If the Court does not finally approve the settlement or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits from this settlement and the lawsuit will continue.

Who are Mr. Geaslin's attorneys?

Mr. Geaslin's attorneys are:

Alex D. Kruzyk and Bryan A. Giribaldo
Pardell, Kruzyk & Giribaldo, PLLC
7500 Rialto Blvd. Suite 1-250
Austin, Texas 78735

The Court has appointed Mr. Geaslin's attorneys to act as class counsel. You do not have to pay class counsel. If you want to be represented by your own lawyer, and have that lawyer appear in Court for you in this case, you must hire one at your own expense.

Who are Defendant's attorneys?

Defendant's attorney is:

Eric Chenoweth
Ajamie LLP
711 Louisiana Street, Suite 1600
Houston, TX 77002

Before what Court is this matter pending?

Mr. Geaslin filed his class action lawsuit in the following Court:

U.S. District Court for the Southern District of Texas
515 Rusk Avenue
Houston, TX 77002

Where can you get additional information?

This notice is only a summary of the settlement. All documents filed with the Court, including the full class action settlement agreement, may be reviewed or copied at the United States District Court for the Southern District of Texas. In addition, pertinent case materials, including the settlement agreement, are available at the settlement web site, www.ColonyRidgeTCPASettlement.com.

If you would like additional information about this matter, please contact:

Geaslin v. Colony Ridge Settlement Administrator
[address]

Telephone: [number]

Please do not call the Judge about this case. Neither the Judge nor the Clerk of Court will be able to give you advice about this case. Furthermore, neither Defendant nor Defendant's attorneys represent you, and they cannot give you legal advice.

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Eric Geaslin, on behalf of himself and all others similarly situated, Plaintiff, v. Colony Ridge Development, LLC d/b/a Terrenos Santa Fe, Defendant.	CASE NO.: 4:24-cv-02418

FINAL ORDER AND JUDGMENT

On June 26, 2024, Eric Geaslin ("Plaintiff") filed a class action complaint (hereinafter referred to as the "Lawsuit") against Colony Ridge Development, LLC d/b/a Terrenos Santa Fe ("Defendant") in the United States District Court for the Southern District of Texas, Case No. 4:24-cv-02418, asserting class claims under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, *et seq*.

Defendant has denied any and all liability alleged in the Lawsuit.

On ______, 2025, after appropriate arms-length negotiations and several months after a private mediation before experienced mediator, Seamus Duffy, Plaintiff and Defendant (the "Parties") entered into a written settlement agreement (the "Agreement"), which was subject to review under Fed. R. Civ. P. 23.

On ______, 2025, Plaintiff filed the Agreement, along with his Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Motion"), for the Court's review.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715, Defendant caused written notice of the proposed class settlement as directed.

On ______________, 2025, upon consideration of Plaintiff's Preliminary Approval Motion and the record, the Court entered an Order of Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"). Pursuant to the Preliminary Approval Order, the Court, among other things, (i) preliminarily certified (for settlement purposes only) a class of plaintiffs (the "Settlement Class Members") with respect to the claims asserted in the Action; (ii) preliminarily approved the proposed settlement; (iii) appointed Eric Geaslin as the class representative; (iv) appointed Pardell, Kruzyk & Giribaldo, PLLC as class counsel; and (v) set the date and time of the Final Fairness Hearing.

On ______________, 2025, Plaintiff filed his Unopposed Motion for Final Approval of Class Action Settlement (the "Final Approval Motion").

On ______________, 2025, this Court held a Final Fairness Hearing pursuant to Fed. R. Civ. P. 23 to determine whether the Settlement Class satisfies the applicable prerequisites for class action treatment and whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members and should be approved by the Court.

Plaintiff now requests final certification of the settlement class under Fed. R. Civ. P. 23 (b)(3) and final approval of the proposed class action settlement.

The Court has read and considered the Agreement, Motion for Final Approval, and the applicable record. All capitalized terms used herein have the meanings defined herein and in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

The Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto.

Pursuant to Fed. R. Civ. P. 23(b)(3), the Lawsuit is hereby certified, for settlement purposes only, as a class action on behalf of the following Settlement Class Members with respect to the claims asserted in the Action:

> All persons throughout the United States (1) to whom Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Colony Ridge Development, LLC's or its business partners' goods or services, (2) where the person's residential telephone number had been registered with the National Do Not Call Registry for at least thirty days before Colony Ridge Development, LLC delivered, or caused to be delivered, at least two of the text messages within the 12-month period, (3) whose residential telephone numbers are included in the Settlement Class Data, (4) between June 27, 2020 and May 7, 2025.

Pursuant to Fed. R. Civ. P. 23, the Court certifies Plaintiff Eric Geaslin as the class representative and Alex D. Kruzyk and Bryan A. Giribaldo of Pardell, Kruzyk & Giribaldo, PLLC as Class Counsel. Pursuant to the Court's Preliminary Approval Order, the approved class action notices were mailed. The form and method for notifying the Settlement Class Members of the Agreement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. The Court finds that the notice was clearly designed to advise Settlement Class Members of their rights.

The Court finds that the settlement class satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, namely:

A. The Settlement Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable;

B. There are questions of law and fact common to the Settlement Class Members, which predominate over any individual questions;

C. Plaintiff's claims are typical of the claims of the Settlement Class Members;

D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and

E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

The Court finds that the settlement of this action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members, when considering, in their totality, the following factors: ((1) the existence of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings; (4) the plaintiffs' probability of success; (5) the range of possible recovery; and (6) the opinions of class counsel, class representatives, and absent class members." *In re Chesapeake Energy Corp.*, No. H-21-1215, 2021 U.S. Dist. LEXIS 104253, at *13 (S.D. Tex. June 3, 2021) (citing *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983)).

The Court has also considered the following factors in finding that the settlement of this action, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members:

A. the class representative and class counsel have adequately represented the class;

B. the Agreement was negotiated at arm's length;

C. the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

D. the proposal treats Settlement Class Members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Settlement Agreement, which is deemed incorporated herein, is finally approved and must be consummated in accordance with the terms and provisions thereof, except as amended by any order issued by this Court. The material terms of the Settlement Agreement include, but are not limited to, the following:

A. Settlement Fund - Defendant will establish a $1,994,123.00 Settlement Fund (the "Settlement Fund").

B. Deductions - The following are to be deducted from the Settlement Fund before any other distributions are made:

a. The costs and expenses for the administration of the settlement and class notice, including expenses necessary to identify potential Settlement Class Members;

b. Plaintiff's attorneys' fees, in the amount of $_____________, and the reimbursement of class counsel's litigation costs and expenses, in the amount of $______________; and

c. The Service Award to Plaintiff, in the amount of $_____________, as acknowledgment of the time and effort he has spent in furtherance of his role in prosecuting this case on behalf of the Class Members, and as a result of the benefits Plaintiff achieved for Class Members.

C. Settlement Payment to Class Members – Each Settlement Class Member who has submitted a valid and timely Claim Form will receive compensation as set forth in the Agreement. Each Claim Settlement Check will be void one-hundred twenty (120) days after issuance.

The Settlement Class Members were given an opportunity to object to the settlement. ______ Settlement Class Members objected to the settlement.

____Settlement Class Members made a valid and timely request for exclusion.

This Order is binding on all Settlement Class Members, except those who have timely and validly excluded themselves: ___________.

Plaintiff, Settlement Class Members, and their successors and assigns are permanently barred from pursuing, either individually or as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Agreement. Pursuant to the release contained in the Agreement, the Released Claims are compromised, settled, released, discharged, and dismissed with prejudice, by virtue of these proceedings and this order.

This Final Approval Order bars and permanently enjoins Plaintiff and all members of the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit, arbitration or individual or class action proceeding in any jurisdiction (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), relating to the Released Claims, and (b) attempting to effect Opt-Outs of a class of individuals in any lawsuit or arbitration proceeding based on the Released Claims, except that Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Action.

The Action is hereby dismissed with prejudice in all respects.

This Order, the Agreement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Agreement are not, and shall not be construed as, an admission by Defendant of any liability or wrongdoing in this or in any other proceeding, or an admission that a litigation class would have been certifiable in this proceeding. The Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Action and/or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order, including the award of attorneys' fees, costs, disbursements, and expenses to class counsel.

Class Counsel's hourly rate—$550 per hour—is reasonable, and Class counsel's request for an award of attorneys' fees of $_______________is approved.

Class Counsel's request for reimbursement of reasonable litigation costs and expenses in the amount of $_______________is approved.

Plaintiff's request for a service award of $_______________is approved.

IT IS SO ORDERED.

Date:________________, 2025 ____________________________________

District Judge Ewing Werlein, Jr.

EXHIBIT 4

What is this lawsuit about? Eric Geaslin filed this lawsuit against Colony Ridge Development, LLC d/b/a Terrenos Santa Fe ("Defendant"), alleging that Defendant delivered non-emergency advertising and marketing text messages to cellular telephone numbers without having obtained prior express written consent to do so, in violation of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227. Defendant denies the allegations and denies that it violated the TCPA. The Court did not decide who is right and who is wrong. The parties have agreed to a settlement.
Why did you receive this notice? You received this notice because Defendant's records identified you as a potential member of the following class: All persons throughout the United States (1) to whom Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Colony Ridge Development, LLC's or its business partners' goods or services, (2) where the person's residential telephone number had been registered with the National Do Not Call Registry for at least thirty days before Colony Ridge Development, LLC delivered, or caused to be delivered, at least two of the text messages within the 12-month period, (3) whose residential telephone numbers are included in the Settlement Class Data, (4) between June 27, 2020 and May 7, 2025.
What does the settlement provide? Defendant will establish a settlement fund of $1,994,123. Out these settlement fund will be paid: (1) settlement compensation to participating class members; (2) an award of attorneys' fees not to exceed one-third of the settlement fund, subject to the Court's approval; (3) costs and expenses incurred by Class Counsel litigating claims in this matter not to exceed $8,000, subject to the Court's approval; (4) costs of notice and administration not to exceed $_____; and (5) an incentive award to Mr. Geaslin not to exceed $12,000, subject to the Court's approval. It is estimated that each valid claimant will receive between $XXX and $XXX, depending on the number of class members who participate.
What are your legal rights and options? You have four options. First, if you are a member of the class, you may timely complete and return the claim form found on the backside of this postcard, or timely submit a claim form online at www.ColonyRidgeTCPASettlement.com, in which case you will receive a proportionate (pro rata) share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any claim(s) you have against Defendant related to the claims in this case. Second, you may do nothing, in which case you will not receive a share of the settlement fund, but, if you are a class member you will release any claim(s) you have against Defendant related to the claims in this case. Third, you may exclude yourself from the settlement, in which case you will neither receive a share of the settlement fund, nor release any claim(s) you have against Defendant. Or fourth, class members may object to the settlement. To obtain additional information about your legal rights and options, visit www. ColonyRidgeTCPASettlement.com, or contact the settlement administrator by writing to: Geaslin v. Colony Ridge Settlement Administrator, [name and address], or by calling [number].
When is the final fairness hearing? The Court will hold a final fairness hearing on [month] [day], 2025, at [time] CST. The hearing will take place in the United States District Court for the Southern District of Texas, 515 Rusk Avenue Houston, TX 77002. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing to a later date.

Front Inside

Front Outside

This is a notice of a settlement of a class action lawsuit.
This is not a notice of a lawsuit against you.

If Colony Ridge Development, LLC d/b/a Terrenos Santa Fe, delivered at least two text messages to your cellular telephone number, which you use as a residential telephone number, from June 27, 2020 and May 7, 2025, you may be entitled to compensation as a result of a settlement in the class action lawsuit captioned:

Eric Geaslin v. Colony Ridge Development, LLC, Case No. 4:24-cv-02418 (S.D. Tex.)

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

Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

Geaslin v. Colony Ridge Settlement Administrator

[address]
[city], [state] [zip]

Permit
Info here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID>>
<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

EXHIBIT 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Eric Geaslin, on behalf of himself and all others similarly situated, Plaintiff, v. Colony Ridge Development, LLC d/b/a Terrenos Santa Fe, Defendant.	CASE NO.: 4:24-cv-02418

ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT

The Court has been advised that the parties to this action, Eric Geaslin ("Plaintiff"), and Colony Ridge Development, LLC d/b/a Terrenos Santa Fe ("Defendant"), through their respective counsel, have agreed, subject to Court final approval following notice to the class members and a hearing, to settle the above-captioned lawsuit upon the terms and conditions set forth in their written settlement agreement (the "Settlement Agreement"), which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference herein;

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held on ________________, **2025**, after notice to the class members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a final order and judgment should be entered in this lawsuit:

IT IS HEREBY ORDERED:

The Court has jurisdiction over the subject matter of the action and over all settling parties hereto.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant will cause to be served written notice of the class settlement on the United States Attorney General and the Attorneys General of each state in which any settlement class member resides.

Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, this action is preliminarily certified, for settlement purposes only, as a class action on behalf of the following class of plaintiffs (the "Settlement Class Members") with respect to the claims asserted in this action:

> All persons throughout the United States (1) to whom Colony Ridge Development, LLC d/b/a Terrenos Santa Fe delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Colony Ridge Development, LLC's or its business partners' goods or services, (2) where the person's residential telephone number had been registered with the National Do Not Call Registry for at least thirty days before Colony Ridge Development, LLC delivered, or caused to be delivered, at least two of the text messages within the 12-month period, (3) whose residential telephone numbers are included in the Settlement Class Data, (4) between June 27, 2020 and May 7, 2025.

Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily appoints Eric Geaslin as the class representative and Alex D. Kruzyk and Bryan A. Giribaldo of Pardell, Kruzyk & Giribaldo, PLLC as Class Counsel. The Court preliminarily finds that this action satisfies the applicable prerequisites for class action treatment in connection with a settlement under Rule 23, namely:

A. The Settlement Class Members are so numerous and geographically dispersed that joinder of all of them is impracticable;

B. There are questions of law and fact common to the Settlement Class Members, which predominate over any individual questions;

C. Plaintiff's claims are typical of the claims of the Settlement Class Members;

D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members; and

E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

The Court preliminarily finds that the settlement of this action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members, when considering, in their totality, the following factors: "(1) the existence of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings; (4) the plaintiffs' probability of success; (5) the range of possible recovery; and (6) the opinions of class counsel, class representatives, and absent class members." *In re Chesapeake Energy Corp.*, No. H-21-1215, 2021 U.S. Dist. LEXIS 104253, at *13 (S.D. Tex. June 3, 2021) (citing *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983)).

The Court has also considered the following factors in preliminarily finding that the settlement of this action, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members:

A. the class representative and Class Counsel have adequately represented the class;

B. the proposal was negotiated at arm's length;

C. the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

D. the proposal treats Settlement Class Members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

A third-party class administrator acceptable to the parties will administer the settlement and notification to Settlement Class Members. The class administrator will be responsible for mailing the approved class action notice and settlement checks to the Settlement Class Members who can be identified through reasonable efforts. All costs of administration will be paid out of the Settlement Fund. Upon the recommendation of the parties, the Court hereby appoints the following class administrator: Class Experts Group, LLC.

The Court approves the form and substance of the postcard notice, claim form, and Question & Answer Notice, which are attached as exhibits to the Settlement Agreement. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice plan is clearly designed to advise the Settlement Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will cause the postcard notice to be mailed to the Settlement Class Members as expeditiously as possible, but in no event later than 30 days after the Court's entry of this order, i.e., no later than _____________, **2025**. The class administrator will confirm, and if necessary, update the addresses for the Settlement Class Members through a standard methodology that the class administrator uses to update addresses. In addition, the Question & Answer Notice, and relevant pleadings, will be made available to Settlement Class Members through a dedicated website.

Any class member who desires to be excluded from the class must send a written request for exclusion to the class administrator with a postmark date no later than 45 days after the Notice Deadline (75 days after the Court's entry of this order), i.e., no later than ___________________, **2025**. To be effective, the written request for exclusion must state the class member's full name, address, and telephone number, along with a statement that the class member wishes to be excluded, and must be signed by the class member. Any class member who submits a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement. Any class member who intends to object to the fairness of this settlement must file a written objection with the Court within 45 days after the Notice Deadline (which is 75 days after the Court's entry of this order, i.e., no later than __________, **2025**). Further, any such class member must, within the same time period, provide a copy of the written objection to Class Counsel, Attention: Alex D. Kruzyk and Bryan A Giribaldo, Pardell, Kruzyk & Giribaldo, PLLC, 7500 Rialto Blvd. Suite 1-250 Austin, Texas 78735, along with a copy to counsel; and (2) for Defendant, Eric Chenoweth, Ajamie LLP, 711 Louisiana Street, Suite 2150, Houston, TX 77002.

To be effective, a notice of intent to object to the proposed settlement must:

A. Contain a heading which includes the name of the case and case number;

B. Provide the name, address, telephone number, and signature of the class member filing the objection;

C. Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the cellular telephone number called by Defendant;

D. Be sent to Class Counsel and counsel for Defendant at the addresses above by first-class mail, postmarked no later than 75 days after the Court preliminarily approves the settlement;

E. Be filed with the Clerk of the Court no later than 75 days after the Court preliminarily approves the settlement;

F. Contain the name, address, bar number and telephone number of the objecting class member's counsel, if represented by an attorney. If the class member is represented by an attorney, he/she must comply with all applicable laws and rules for filing pleadings and documents in the U.S. District Court for the Southern District of Texas; and

G. State the grounds for objection, as well as identify any documents which such objector desires the Court to consider.

Any class member who has timely filed an objection may appear at the settlement approval hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness, and adequacy of the proposed settlement, and on the application for an award of attorneys' fees, costs, and expenses. The right to object to the proposed settlement must be exercised individually by an individual class member, not as a member of a group or subclass and not by the act of another person acting or purporting to act in a representative capacity. Any objection that includes a request for exclusion will be treated as an exclusion. And any settlement class member who submits both an exclusion and an objection will be treated as having excluded himself or herself from the settlement, and will have no standing to object.

The Court orders that any member of the settlement class who does not submit a timely, written request for exclusion from the settlement class (i.e., becomes an Opt-Out) will be bound by all proceedings, orders and judgments in this litigation, even if such member of the settlement class has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Settlement Agreement release.

The class administrator will mail a settlement check to each class member who submits a timely, valid claim form and does not exclude himself or herself from the class. The settlement checks to the Settlement Class Members must be sent via U.S. Mail no later than 30 days after the judgment in this case becomes final.

Eric Geaslin may petition the Court to receive an amount not to exceed $12,000.00, as acknowledgement of his role in prosecuting this case on behalf of the Settlement Class Members.

Pending determination of whether final approval of the Settlement Agreement should be granted, the Court enjoins Plaintiff and all members of the settlement class unless and until they have timely excluded themselves from (a) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit, arbitration or other proceeding against Defendant in any jurisdiction based on the Released Claims, (b) filing, commencing or prosecuting a lawsuit, arbitration or other proceeding against Defendant as a class action on behalf of any members of the Settlement Class who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the Released Claims and (c) attempting to effect Opt-Outs of a class of individuals in any lawsuit or arbitration proceeding against Defendant based on the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

The Court will conduct a hearing (the "Final Fairness Hearing") on _____________, **2025** at the Southern District of Texas, 515 Rusk Avenue, Houston, TX 77002, to review and rule upon the following issues:

A. Whether this action satisfies the applicable requirements for class action treatment for settlement purposes under Rule 23;

B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members and should be approved by the Court;

C. Whether the final order and judgment, as provided under the Settlement Agreement, should be entered, dismissing this action with prejudice and releasing the Released Claims against the Released Parties; and

D. To discuss and review other issues as the Court deems appropriate.

Attendance at the Final Fairness Hearing is not necessary. Class members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Class members wishing to be heard are, however, required to appear at the Final Fairness Hearing. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued without further notice to Settlement Class Members.

Memoranda in support of the proposed settlement must be filed with this Court no later than thirty days before the Final Fairness Hearing, i.e., **no later than** ____________________, **2025**. Opposition briefs to any of the foregoing must be filed no later than fourteen days before the Final Fairness Hearing, i.e., **no later than** ____________________, **2025**. Reply memoranda in support of the foregoing must be filed with this Court no later than seven days before the Final Fairness Hearing, i.e., **no later than** ____________________, **2025**.

Memoranda in support of any petitions for attorneys' fees and reimbursement of costs and litigation expenses by Class Counsel, or in support of an incentive award, must be filed with this Court no later than 30 days after the Notice Deadline (which is 60 days after the Court's entry of this order, i.e., **no later than ____________________, 2025)**. Opposition briefs to any of the foregoing must be filed no later than 75 days after entry of this Order, i.e., **no later than ____________________, 2025**. Reply memoranda in support of the foregoing must be filed with this Court no later than fourteen days after the deadline for Settlement Class Members to object to, or exclude themselves from, the settlement, i.e., **no later than ____________________, 2025**. The Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement. The Court sets the following schedule:

Date	**Event**
	Preliminary Approval Order Entered
	Notice Sent (30 days after entry of Preliminary Approval Order)
	Attorneys' Fees Petition Filed, and Request for an Incentive Award (60 days after entry of Preliminary Approval Order)
	Deadline to Submit Claims, Send Exclusion, File Objection, or respond in opposition to Attorneys' Fees Petition and Request for an Incentive Award (75 days after entry of Preliminary Approval Order)
	Deadline for reply in support of Attorneys' Fees Petition and Request for an Incentive Award (89 days after entry of Preliminary Approval Order)
	Motion for Final Approval Filed (at least 30 days prior to Final Fairness Hearing)
	Opposition to Motion for Final Approval (at least 14 days prior to Final Fairness Hearing)
	Reply in Support of Motion for Final Approval Filed (at least 7 days prior to Final Fairness Hearing)

	Final Fairness Hearing Held (at least 45 days after entry of Deadline to Submit Claims, Send Exclusion or File Objection)

IT IS SO ORDERED.

Date:________________, 2025 ____________________________________

District Judge Ewing Werlein, Jr.