

EXHIBIT 1

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

J.T. HAND, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

BEACH ENTERTAINMENT KC, LLC d/b/a SHARK BAR; THE CORDISH COMPANIES, INC.; ENTERTAINMENT CONSULTING INTERNATIONAL, LLC

Defendants.

Case No.: 4:18-cv-668-NKL

Hon. Nanette K. Laughrey

J.T. HAND, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

ARB KC, LLC d/b/a ANGELS ROCK BAR; THE CORDISH COMPANIES, INC.; ENTERTAINMENT CONSULTING INTERNATIONAL, LLC

Defendants.

Case No.: 4:19-cv-00108-NKL

Hon. Nanette K. Laughrey

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiff J.T. Hand (“Hand” or “Plaintiff”), for himself individually and on behalf of the Settlement Class; and Defendants Beach Entertainment KC, LLC d/b/a Shark Bar (“Shark Bar”); ARB KC, LLC d/b/a Angels Rock Bar (“ARB”); The Cordish Companies, Inc. (“Cordish”); and Entertainment Consulting International, LLC (“ECI,” together with Shark Bar, ARB, and Cordish, “Defendants”) (Plaintiff and Defendants are referred to individually as a

“Party” and collectively referred to as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the following terms and conditions, and the Court’s approval.

RECITALS

A. On April 25, 2018, Hand filed a putative class action complaint in Missouri state court against Shark Bar alleging violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* and its implementing regulations, 47 C.F.R. § 64.1200. Plaintiff alleged that Shark Bar violated the TCPA and its implementing regulations by, *inter alia*, sending text messages using an “automatic telephone dialing system” (“ATDS”) and by sending text messages to a phone number that was registered on the National Do-Not-Call Registry.

B. On July 17, 2018, Hand filed an amended putative class action complaint in Missouri state court against Shark Bar.

C. On July 25, 2018, Hand served the amended putative class action complaint on Shark Bar.

D. On August 23, 2018, Shark Bar timely removed the case to the United States District Court for the Western District of Missouri pursuant to 28 U.S.C § 1441(a) on the grounds that federal question jurisdiction exists under 28 U.S.C. § 1331. The case was assigned the caption *Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar*, No. 4:18-cv-00668-NKL (W.D. Mo.) (*See Shark Bar Dkt. 1.*)

E. On August 30, 2018, Shark Bar answered Plaintiff’s complaint, denying liability and asserting twenty-eight affirmative defenses. (Shark Bar Dkt. 8.)

F. Thereafter, Plaintiff and Shark Bar began engaging in the discovery process. The

case involved significant discovery efforts, including issuing third-party discovery related to text message records, exchanging written discovery, working on expert reports, and conducting multiple depositions of key fact witnesses, including Plaintiff and several of Defendants' key employees.

G. As these discovery efforts continued, Plaintiff sought leave to file an amended complaint on February 11, 2019, naming ECI and Cordish as additional Defendants. (Shark Bar Dkt. 44.) Shark Bar opposed the motion to amend. After the motion was fully briefed, the Court granted Plaintiff leave to file his amended complaint, (Shark Bar Dkt. 54), which was filed on March 26, 2019, (Shark Bar Dkt. 56).

H. Shark Bar, Cordish, and ECI then moved to dismiss this amended complaint on April 26, 2019. (Shark Bar Dkt. 65.) The motion was fully briefed, and the Court denied the motion in material respects on October 31, 2019. (Shark Bar Dkt. 148.) While the motion to dismiss was pending, additional discovery efforts continued, including taking depositions of ECI and Shark Bar employees.

I. Plaintiff filed a motion for class certification on October 14, 2019, seeking to certify a class of individuals (i) whose phone numbers were registered on the National Do-Not-Call Registry and (ii) who received two or more text messages within twelve months through the text messaging platforms referred to as SendSmart and Txt Live (the "Do-Not-Call Class"). (Shark Bar Dkt. 123.) Plaintiff also sought to certify a class of individuals who received a text message through these text platforms with respect to his ATDS claim. Defendants opposed class certification. (Shark Bar Dkt. 161.) Contemporaneously with briefing class certification, Defendants filed a motion for summary judgment regarding Plaintiff's ATDS and Do-Not-Call claims on October 25, 2019, (Shark Bar Dkt. 137), which Plaintiff opposed, (Shark Bar Dkt.

167). After hearing argument, the Court: (i) granted Defendants' motion for summary judgment with respect to Plaintiff's ATDS claim and (ii) denied Defendants' motion for summary judgment with respect to Plaintiff's Do-Not-Call claims. The Court struck as duplicative Plaintiff's claim that Defendants violated 47 C.F.R. § 64.1200(d). The Court granted class certification with respect to the Do-Not-Call Class and denied as moot the request to certify a class with respect to the ATDS claim.

J. Plaintiff subsequently ensured that notice was sent to the certified Do-Not-Call Class. The Parties engaged in still more discovery related to the Do-Not-Call Class and continued to prepare the case for trial, including a deposition related to the proposed notice plan.

K. On July 30, 2018, Plaintiff filed a case against ARB that was similar to the case filed against Shark Bar, alleging that ARB violated the TCPA, 47 U.S.C. § 227, *et seq.* and its implementing regulations, 47 C.F.R. § 64.1200. Plaintiff alleged that ARB violated the TCPA and regulations by, *inter alia*, sending text messages using an "automatic telephone dialing system" and by sending text messages to phone numbers registered on the National Do-Not-Call Registry.

L. On January 17, 2019, Hand served the complaint on ARB.

M. ARB timely removed the case on February 14, 2019 on the same grounds as in the *Shark Bar* Case. (ARB Dkt. 1.) ARB subsequently sought dismissal of the complaint, (ARB Dkt. 16), after which Plaintiff responded with a first amended complaint naming ECI and Cordish as additional Defendants, (ARB Dkt. 22). Defendants again moved to dismiss the amended complaint. (ARB Dkt. 39.) After the matter was fully briefed, the Court denied Defendants' motion to dismiss. (ARB Dkt. 70.) While the motion to dismiss was pending, and following the denial of the motion, the Parties engaged in discovery. This case was ultimately stayed pending

consideration by the United State Supreme Court and the Eighth Circuit Court of Appeals of the scope of the ATDS provision of the TCPA.

N. Beginning in fall 2021, the Parties began discussing the potential to resolve the Actions through a class-wide settlement. The Parties exchanged several email and phone calls related to the potential scope and structure of any proposed settlement. This culminated in written settlement demands exchanged between the Parties. They alerted the Western District of Missouri's Mediation and Assessment Program ("MAP") Director of these discussions and continued to provide the MAP Director regular updates as these discussions progressed.

O. After engaging in additional settlement discussions over the next several months, including exchanging further written settlement proposals, the Parties requested a mediation with the MAP Director. On May 27, 2022, the Parties and their counsel attended a full-day, in-person mediation overseen by the MAP Director. The settlement conference was productive and the Parties moved closer to a resolution of the Actions. Ultimately, however, the Parties did not reach agreement.

P. In the weeks that followed, the Parties continued their settlement discussions, holding additional calls to discuss potential resolution and exchanging proposed term sheets to crystalize their points of agreement and disagreement. After several rounds of negotiations, the Parties reached an agreement-in-principle to settle the Actions on a class-wide basis on August 4, 2022. The Parties informed the MAP Director of this development, and exchanged a final term sheet that was fully executed by the Parties on August 19, 2022.

Q. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Actions and Defendants' potential defenses. Plaintiff believes that the remaining claims in the Actions have merit, that he would have ultimately

succeeded in obtaining adversarial certification of the proposed class in the *ARB* Case, and that he would have prevailed on the merits at trial in the Actions. However, Plaintiff and Class Counsel recognize that Defendants believe the remaining claims to be meritless, and Defendants have raised factual and legal defenses in the Actions that presented a significant risk that Plaintiff may not prevail and/or that a class might not be certified for trial in the *ARB* Case. Class Counsel has also taken into account the uncertain outcome and risks of any litigation, especially in complex class actions, as well as difficulty and delay inherent in such litigation. Plaintiff and Class Counsel have further considered the risks associated with collecting any judgment ultimately obtained even if Plaintiff and the Settlement Class were successful at trial. Plaintiff and Class Counsel believe that this Settlement Agreement presents an exceptional result for the Settlement Class under the circumstances, and one that will be provided to the Settlement Class without delay. Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiff and the Settlement Class. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in the Settlement Agreement.

R. Defendants dispute that any class could be maintained on the claims asserted in the Actions. For settlement purposes only, Defendants conditionally agree and consent to certification of the Settlement Class in connection with the *ARB* Case and not to raise further challenges to the certified class in *Shark Bar*. Defendants' conditional agreement is contingent on (i) the Parties' execution of this Settlement Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming final. Defendants deny all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that

were or could have been sought in the Actions, as well as all class action allegations asserted in the Actions. Defendants have agreed to resolve these Actions through this Settlement Agreement, but if this Settlement Agreement is deemed void or Final Approval does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Actions on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified in the *ARB* Case or remain certified in the *Shark Bar* Case and to assert any and all defenses or privileges. The Class Representative and Class Counsel agree that Defendants retain and reserve all of these rights and agree not to take a position to the contrary. 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 Settlement Agreement is otherwise terminated, 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 Settlement Agreement shall remain inadmissible under the Federal Rules of Civil Procedure, Federal Rule of Evidence 408, and any applicable state law or rule of civil procedure or evidence. Defendants deny the material allegations in the Actions, as well as all allegations of wrongdoing and liability, including that they violated the TCPA or its implementing regulations, and maintain that they would have prevailed on the merits at trial and that a class would not be certified for trial in the *ARB* Case and that they would have prevailed on the merits at trial. Nevertheless, Defendants have similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation. Defendants thus desire to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class relating to the Actions.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among

Plaintiff, the Settlement Class, and Defendants that, subject to the approval of the Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Actions shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings ascribed below:

1.1 “**Actions**” means the *ARB Case (Hand v. ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc.; Entertainment Consulting International, LLC, No. 4:19-cv-00108-NKL (W.D. Mo.))* and *Shark Bar Case (Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar, et al., No. 4:18-cv-00668-NKL (W.D. Mo.))*. On September 22, 2022, the Court granted a motion to consolidate the *ARB Case* and *Shark Bar Case* into a single proceeding under the *Shark Bar Case* docket.

1.2 “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and the attached Exhibits.

1.3 “**Approved Cash Claim**” means a Cash Claim Form submitted by a Settlement Class Member that is (i) timely and submitted in accordance with the directions on the Cash Claim Form and the terms of this Agreement, (ii) is fully completed and physically or electronically signed by the Settlement Class Member, and (iii) satisfies the conditions of eligibility for a Cash Payment as set forth in this Agreement.

1.4 “**Cash Claims Deadline**” means the date by which all Cash Claim Forms must be

postmarked or submitted on the Settlement Website to be considered timely, and shall be set as a date no later than fifty-six (56) days following the Notice Date, subject to Court approval. The Cash Claims Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Cash Claim Form.

1.5 “**Cash Claim Form**” means the document that shall be completed by Settlement Class Members who wish to file a claim for a Cash Payment, shall be available in paper included with the Notice (Exhibit C) and electronic format on the Settlement Website (Exhibit A). The Cash Claim Form will require claiming Settlement Class Members to provide the following information: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone number and email address, (iv) an affirmation that he or she received two or more text messages within one year promoting Shark Bar or Angels Rock Bar to a number registered on the National Do-Not-Call Registry and did not engage in a transaction with any of the Defendants in the eighteen-month period prior to the receipt of at least two of the text messages, and (v) a statement that he or she wishes to receive a Cash Payment instead of Voucher Relief. The Cash Claim Form will not require notarization, but will require affirmation that the information supplied is true and correct. Settlement Class Members who submit an Approved Cash Claim Form will receive their Cash Payment via check sent by the U.S. Mail.

1.6 “**Cash Payment**” means the fifty-six dollars and fifty cents (\$56.50) that Settlement Class Members may elect to receive *instead of* the automatic receipt of Voucher Relief.

1.7 “**Class Counsel**” means attorneys Benjamin H. Richman, Eve-Lynn J. Rapp, and Michael W. Ovca of Edelson PC, and Bill Kenney of Bill Kenney Law Firm, LLC.

1.8 “**Class Representative**” or “**Plaintiff**” means the named Plaintiff in the Actions,

J.T. Hand.

1.9 “**Court**” means the United States District Court for the Western District of Missouri, the Honorable Nanette Kay Laughrey presiding, or any judge who shall succeed her as the Judge assigned to the Actions.

1.10 “**Defendants**” means Beach Entertainment KC, LLC d/b/a Shark Bar; ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc.; and Entertainment Consulting International, LLC.

1.11 “**Defendants’ Counsel**” means attorneys Lauri A. Mazzuchetti and Whitney M. Smith of Kelley Drye & Warren LLP and W. James Foland, and Jacqueline Longfellow of Foland, Wickens, Roper, Hofer, & Crawford, P.C.

1.12 “**Effective Date**” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or incentive award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any modification that either party deems to be material, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order.

1.13 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs awarded to Class Counsel by the Court to be paid by Defendants in addition to and separate from any Cash Payment or Voucher Relief to the Settlement Class.

1.14 “**Final Approval Hearing**” means the hearing before the Court where Plaintiff will request that the Final Approval Order be entered by the Court confirming approval of the Settlement Class for purposes of Settlement, finally approving the Settlement as fair, reasonable, adequate, and approving the Fee Award and the incentive award to the Class Representative.

1.15 “**Final Approval Order**” means the final approval order to be entered by the Court confirming approval of the Settlement Class for purposes of Settlement, approving the settlement of the Actions in accordance with this Settlement Agreement, including the terms reflected in Section 7.2 of this Agreement, after the Final Approval Hearing, and dismissing the Actions with prejudice. Plaintiff will submit a proposed form of order with his motion for Final Approval, which shall include the terms reflected in Section 7.2 and be subject to review and approval by Defendants.

1.16 “**Notice**” means the notice of the proposed Settlement Agreement and Final Approval Hearing, which, subject to Court approval, is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement and in the form of Exhibits B, C, and D attached hereto, and which fulfills the requirements of Due Process and Federal Rule of Civil Procedure 23.

1.17 “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than thirty-five (35) days after entry of the Preliminary Approval Order.

1.18 “**Objection/Exclusion Deadline**” means the date by which a Settlement Class Member must (i) file any written objection to the Settlement Agreement with the Court or (ii) postmark or submit a request for exclusion to the Settlement Administrator, which shall be designated as a date fifty-six (56) days after the Notice Date, as approved by the Court. The

Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.19 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Settlement Agreement, appointing Class Counsel, certifying and/or finding the Settlement Class is likely to be certified for purposes of entering the Final Approval Order, and approving the form and manner of the Notice. Plaintiff shall submit a proposed form of order with his motion for Preliminary Approval, which shall include the terms reflected in Section 7.1 and be subject to review and approval by Defendants.

1.20 “**Released Claims**” means any and all actual, potential, filed, unfiled, past and present claims or causes of action, whether known or unknown (including “Unknown Claims” as defined below) that the Class Representative and any member of the Settlement Class (defined below) may have for any form of damages (whether statutory, punitive, exemplary or liquidated), expenses, costs, attorney’s fees or obligations, whether in law or in equity, and whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law or any other source, related to text messages sent or phone calls made in connection with Shark Bar or Angels Rock Bar, including any claims which were or could have been brought in the Actions, under the TCPA, 47 U.S.C. § 227, *et seq.*, its implementing regulations, 47 C.F.R. § 64.1200, or any related state analogue.

1.21 “**Released Parties**” means Beach Entertainment KC, LLC d/b/a Shark Bar; ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc.; and Entertainment Consulting International, LLC; and all of their present or former administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, sister and affiliated companies, divisions, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers,

partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers and directors.

1.22 “**Releasing Parties**” means Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns, and agents.

1.23 “**Settlement**” means the final resolution of the Actions as embodied by the terms and conditions of this Agreement.

1.24 “**Settlement Administration Expenses**” means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement; providing Notice; class certification notice in connection with the *Shark Bar* case up to \$7,500, but only to the extent such expenses would have otherwise been incurred with the Settlement’s administration; notice pursuant to the Class Action Fairness Act (“CAFA”); creating and maintaining the Settlement Website; receiving and processing Cash Claim Forms; disbursing Cash Payments and Voucher Relief; and other such related expenses and tax obligations, with all such expenses to be paid by Defendants separately from any Fee Award, Cash Payments, or Voucher Relief to the Settlement Class.

1.25 “**Settlement Administrator**” means KCC, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Cash Claim Forms, send Cash Payments and Voucher Relief to Settlement Class Members, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or reasonably contemplated by the Settlement.

1.26 “**Settlement Class**” means all individuals who, on or after April 25, 2014, (i)

received at least two text messages within a twelve-month period from any phone number associated with any of the named Defendant entities (ii) to a phone number included on the National Do-Not-Call Registry (“NDNCR”). Excluded from the Settlement Class are: (i) any Judge or Magistrate presiding over this action and members of their families, (ii) Defendants, Defendants’ subsidiaries, parent companies, successors, and predecessors, and any entity in which Defendants or their parents have a controlling interest, (iii) persons who properly execute and file a timely request for exclusion from the Settlement Class or who properly executed and filed a timely request for exclusion from the certified class in the *Shark Bar* Case, (iv) the legal representatives, successors, heirs, or assigns of any such excluded persons, and (v) all individuals who, based on Defendants’ transaction records, engaged in a transaction with any Defendant and did not subsequently receive at least two text messages more than 18-months after the last transaction (the “EBR Exception”).

1.27 “**Settlement Class Member**” or “**Class Member**” means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class or the certified class in the *Shark Bar* case.

1.28 “**Settlement Website**” means the website to be created, launched, updated, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Cash Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be <http://www.sharkbarclassaction.com>.

1.29 “**Unknown Claims**” means claims that could have been raised in the Actions and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to

release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiff, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

1.30 “**Voucher Relief**” means the one hundred thirteen-dollar (\$113.00) voucher that all Settlement Class Members who do not otherwise elect to receive a Cash Payment will be entitled to. This Voucher Relief can be used at the following the following venues located in the Kansas City Power & Light District in Kansas City, Missouri: (i) Shark Bar, (ii) PBR Big Sky, (iii) Mosaic, (iv) McFadden’s Sports Saloon, (v) No Other Pub, (vi) Pizza Bar, (vii) Leinenkugel’s Leinie Lodge & Beer Garden, and (viii) Guy Fieri’s Dive & Taco Joint. This

Voucher Relief will be transferrable, will not expire, will retain unused value, and will not be restricted to any particular food, beverage or merchandise. However, the Voucher Relief may not be used to participate in any ticketed events or other special events in the Kansas City Power & Light District.

2. SETTLEMENT RELIEF

2.1 Voucher Relief.

a. All Settlement Class Members shall be entitled to Voucher Relief without the need to submit any type of claim form or to take further action.

b. The Notice shall set out the details of the Voucher Relief as set forth in Section 1.30 and shall inform Settlement Class Members that unless they elect to send in a Cash Claim Form, they will automatically be sent Voucher Relief and will not receive a Cash Payment.

c. For all Settlement Class Members who have not submitted an Approved Cash Claim Form, within twenty-eight (28) days of the Effective Date or such other date as the Court may set, the Settlement Administrator shall send Voucher Relief via email or, if no email address is available, via First Class U.S. Mail to the address associated with such Settlement Class Members on the Class List, including any updated address obtained pursuant to Section 5.1. Defendants shall deliver to the Settlement Administrator the Voucher Relief no later than fourteen (14) days after the Effective Date.

2.2 Cash Payment.

a. Settlement Class Members shall have until the Cash Claims Deadline to submit Cash Claim Forms. Each Settlement Class Member who submits an Approved

Cash Claim shall be entitled to a Cash Payment *instead of* Voucher Relief.

b. Within fourteen (14) days after the Cash Claims Deadline, the Settlement Administrator shall process all Cash Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected.

c. Within fourteen (14) days of the Cash Claims Deadline, the Settlement Administrator will submit to Class Counsel and Defendants' Counsel a report listing all initially approved and initially rejected Cash Claim Forms.

d. Class Counsel and Defendants' Counsel shall have fourteen (14) days after the date they receive the report listing the initially approved and initially rejected Cash Claim Forms to audit and challenge any initially approved or initially rejected Cash Claim Forms. Class Counsel and Defendants' Counsel shall meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims. The Settlement Administrator shall have the authority to determine if Settlement Class Members' Cash Claim Forms are complete, timely, and accepted as an Approved Cash Claim.

e. Within fourteen (14) days of the Effective Date, Defendants shall wire or otherwise transfer to the Settlement Administrator funds sufficient to pay all Approved Cash Claims.

f. Within twenty-eight (28) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Cash Payments by check via First Class U.S. Mail to the address provided on the Approved Cash Claim Form.

g. Each Cash Payment issued to a Settlement Class Member by check will

state on the face of the check that it will become null and void unless cashed within ninety (90) calendar days after the date of issuance.

h. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, such funds shall be distributed to *cy pres* recipient Western Missouri Legal Aid (<https://lawmo.org/about-us>), subject to approval by the Court.

2.3 **Prospective Relief.** Defendants agree, to the extent applicable, to implement policies to comply with the TCPA, 47 U.S.C. § 227, *et seq.* and its implementing regulations, 47 C.F.R. § 64.1200, relating to the sending of texts or phone calls in connection with their businesses, including implementing policies wherein Defendants' contact lists are checked against the National Do-Not-Call Registry to ensure that numbers on the Registry are not improperly called. Defendants shall each perform annual internal compliance audits of their procedures in this regard and shall correct any deficiencies discovered through the audits in accordance with the law. To the extent not already implemented, Defendants agree to institute these practices on the Effective Date and continue them for a period of two (2) years thereafter. If there are changes in the law related to the above practices that occur during the two years after the Effective Date, Defendants' audits will address compliance with the new law(s) then in effect.

3. **RELEASE**

3.1 Upon the Effective Date, and in consideration of the relief contained in the Settlement and other consideration as described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released

Parties from any and all Released Claims.

4. COVENANT NOT TO SUE

4.1 Plaintiff 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, or intervene in any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims against the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

4.2 Upon issuance of the Final Approval Order, Plaintiff and the Settlement Class Members agree that the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion in accordance with the terms and provisions hereof.

5. NOTICE TO THE CLASS

5.1 **Class List.** Unless otherwise agreed to by the Parties, within twenty-eight (28) days after the Parties execute this Agreement, Defendants shall provide Plaintiff's counsel and the Settlement Administrator a list of all names, email addresses, and last known U.S. Mail addresses of all 19,735 persons (to the extent maintained by Defendants) in the Settlement Class (the "Class List") and the methodology used to determine the composition of the Settlement Class, including any analysis and identity of individuals excluded pursuant to the EBR Exception. Class Counsel shall have the right to challenge the exclusion of any such individual in

an appropriate filing with the Court. Plaintiff shall supplement the Class List with any contact information received in connection with the notice sent to the certified class in connection with the *Shark Bar* Case by sending such information to the Settlement Administrator, to the extent not already in the Settlement Administrator's possession, within twenty-eight (28) days after the Parties execute this Agreement, unless otherwise agreed to by the Parties. Within seven (7) days after the Settlement Administrator receives the Class List, the Settlement Administrator shall provide Class Counsel a report detailing the total number of unique names on the Class List and the number of unique names for whom an email address and/or U.S. Mail address is available on the Class List. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses of all persons strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class members of their rights, mailing Cash Payments and Voucher Relief, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

5.2 The Notice shall include the best notice practicable under the circumstances, including but not limited to:

a. *Updating Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. Mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described below in Section 5.2(b). The Settlement Administrator shall allow Settlement

Class Members to provide updated mailing addresses to the Settlement Administrator via email or through a toll-free telephone number, both of which shall be included on the Notice.

b. *Sending Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form of Exhibit B to all persons in the Settlement Class for whom an email address is available on the Class List. If no email address is available for a person in the Class List, or in the event transmission of an email Notice results in a “bounce-back,” the Settlement Administrator shall, no later than the Notice Date, send a Notice via First Class U.S. Mail substantially in the form of Exhibit C to each such Settlement Class Member’s U.S. Mail address as reflected in the Class List.

c. *Posting Internet Notice.* Before the Notice Date, the Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit D.

d. *Payment of Notice.* Within fourteen (14) days of the entry of the Preliminary Approval Order, Defendants shall pay to the Settlement Administrator its invoiced costs to send the Notice, with the remainder of the Settlement Administration Expenses to be paid within fourteen (14) days of the Effective Date.

5.3 **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than fourteen (14) days after the Settlement Agreement is filed with the Court in connection with the motion for entry of the Preliminary Approval Order, Defendants shall cause to be served upon the Attorney General of the United States and all appropriate State officials notice of the proposed settlement as required by law.

5.4 The Notice shall advise the Settlement Class of their rights under the Settlement Agreement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of the person's intention to do so and at the same time (i) files copies of such papers the person proposes to submit at the Final Approval Hearing with the Clerk of the Court, (ii) files copies of such papers through the Court's CM/ECF system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (iii) sends copies of such papers via email, U.S. Mail, hand, or overnight delivery service to Class Counsel and Defendants' Counsel.

5.5 **Right to Object or Comment.** Any Settlement Class Member who intends to object to this Settlement Agreement shall present the objection in writing, which must be personally signed by the objector (an attorney's signature is insufficient) and must include: (i) the Settlement Class Member's full name and current address, (ii) a statement that the objector is a Settlement Class Member, (iii) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (iv) the specific grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or

through counsel, who must file an appearance or seek *pro hac vice* admission); and (viii) a list of any persons who intend to testify at the Final Approval Hearing in support of the objection. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Actions in any other action or proceeding.

5.6 **Right to Request Exclusion.** Any person in the Settlement Class, except those members of the certified class in the *Shark Bar* Case that timely requested exclusion, may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (i) be in writing; (ii) identify the case name *Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar, et al.*, No. 4:18-cv-00668-NKL (W.D. Mo.) or *Hand v. ARB KC, LLC d/b/a Angels Rock Bar, et al.*, No. 4:19-cv-00108-NKL (W.D. Mo.); (iii) state the full name and current address of the person in the Settlement Class seeking exclusion; (iv) be signed by the person(s) seeking exclusion; and (v) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar, et al.*, No. 4:18-cv-00668-NKL (W.D. Mo.) or *Hand v. ARB KC, LLC d/b/a Angels Rock Bar, et al.*, No. 4:19-cv-00108-NKL (W.D. Mo.).” The Settlement Administrator shall create a dedicated email

address to receive exclusion requests electronically. A request for exclusion that does not include all of the foregoing information, that is sent to an address or email address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the terms of this Settlement Agreement, if approved, for all purposes under the Settlement Agreement. Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or the Final Approval Order entered in the Actions, (ii) receive a Cash Payment or Voucher Relief under this Settlement Agreement, (iii) gain any rights by virtue of this Settlement Agreement, or (iv) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs meaning, *inter alia*, that each individual who seeks to opt out must send an individual, separate request to the Settlement Administrator that complies with all requirements of this paragraph.

6. SETTLEMENT ADMINISTRATION

6.1 Settlement Administrator’s Duties.

- a. *Dissemination of Notices.* The Settlement Administrator shall disseminate the Notice as provided in Section 5 of this Settlement Agreement.
- b. *Undeliverable Notice via U.S. Mail.* If any Notice sent via U.S. Mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform a skip trace to attempt to obtain the most recent addresses for such Settlement Class Members and resend such notice.

c. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices, and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendants' Counsel with information concerning the Notice, the number of Cash Claim Forms submitted, the number of Approved Cash Claims, any requests for exclusion, and the administration and implementation of the Settlement. The Settlement Administrator shall make available for inspection by Class Counsel and Defendants' Counsel the Cash Claim Forms received by the Settlement Administrator at any time upon reasonable notice. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator and the number and value of checks not cashed to be distributed to any *cy pres* recipient.

d. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendants' Counsel a copy thereof within five (5) business days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel.

e. *Maintenance of Settlement Website.* The Settlement Administrator shall

create and maintain the Settlement Website. The Settlement Website shall include a toll-free phone number and email address through which persons in the Settlement Class may contact the Settlement Administrator or Class Counsel directly.

f. *Processing Cash Claim Forms.* The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Cash Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Cash Claim Forms where there is evidence of abuse or fraud, including by cross-referencing Approved Cash Claims with the Class List. The Settlement Administrator shall determine whether a Cash Claim Form submitted by a Settlement Class Member is an Approved Cash Claim and shall reject Cash Claim Forms that fail to (i) comply with the instructions on the Cash Claim Form or the terms of this Agreement, or (ii) provide full and complete information as requested on the Cash Claim Form. In the event a person submits a timely Cash Claim Form by the Cash Claims Deadline, but the Cash Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Cash Claims Deadline. In the event the Settlement Administrator receives such information more than twenty-eight (28) calendar days after the Cash Claims Deadline, then any such claim shall be denied, and that Settlement Class Member shall only be entitled to Voucher Relief. The Settlement Administrator may contact any person who has submitted a Cash Claim Form to obtain additional information necessary to verify the Cash Claim Form.

g. *Sending Settlement Relief.* The Settlement Administrator shall send the Voucher Relief and Cash Payments as contemplated in Section 2 of this Settlement Agreement to Settlement Class Members within twenty-eight (28) days after the Effective Date.

7. PRELIMINARY APPROVAL AND FINAL APPROVAL

7.1 **Preliminary Approval.** Promptly after this Settlement Agreement is fully executed, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter a Preliminary Approval Order, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiff as Class Representative of the Settlement Class for settlement purposes only;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class for settlement purposes only and/or find that the Settlement Class is likely to be certified for purposes of entering the Final Approval Order;
- d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- f. Schedule a Final Approval Hearing after the expiration of the CAFA notice period, to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive award to the Class Representative, and to

consider whether the Court shall enter a Final Approval Order approving this Settlement Agreement, confirming certification of the Settlement Class, and dismissing the Actions with prejudice.

7.2 **Final Approval.** After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Approval Order, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- b. approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members;
- c. direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions;
- d. declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties;
- e. find that the Notice implemented pursuant to the Settlement Agreement (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) fulfills the requirements of the Federal Rules of Civil Procedure, the Due

Process Clause of the United States Constitution, and the rules of the Court;

f. finally certify or confirm certification of the Settlement Class under Federal Rule of Civil Procedure 23, including finding that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

g. dismiss the Actions on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

h. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

i. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members; and

j. without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose.

7.3 Cooperation. The Parties shall in good faith cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

8. TERMINATION OF THE SETTLEMENT AGREEMENT

8.1 Termination. Subject to Section 10, the Class Representative, on behalf of the

Settlement Class, or any Defendant, shall have the right to terminate this Settlement Agreement by providing written notice of the election to do so to Class Counsel or Defendants' Counsel within ten (10) days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order preliminarily approving of this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in the Actions in any material respect; (iii) the date upon which the Final Approval Order is modified or reversed in any material respect by the Eighth Circuit Court of Appeals or the Supreme Court; or (iv) the date upon which an Alternative Approval Order is entered, as defined in Section 10.1(d) of this Agreement, is modified or reversed in any material respect by the Eighth Circuit Court of Appeals or the Supreme Court. Defendants may also terminate this Agreement in the event that more than three percent (3%) of the individuals listed on the Class List submit timely and valid requests for exclusion from the Settlement, provided that Defendants give written notice of the election to do so to Class Counsel within ten (10) days of the Objection/Exclusion Deadline.

9. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

9.1 Defendants agree to pay Class Counsel reasonable attorneys' fees and expenses incurred in the Actions as the Fee Award. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendants, to limit their request for attorneys' fees and expenses to three hundred seventy-one thousand six hundred seventy-six dollars (\$371,676.00), which is equal one-third (33.33%) of the value of any Cash Payment available to any Settlement Class Member. Defendants may challenge the amounts requested. Defendants shall pay any Fee Award approved by the Court within fourteen (14) days after the Effective Date. Payment of the Fee Award shall be via wire transfer to an account designated by Class Counsel after providing necessary information for

electronic transfer and relevant tax information, including, without limitation, a completed W9 form.

9.2 Defendants agree that the Class Representative shall be paid an incentive award in the amount of Fifteen Thousand Dollars (\$15,000.00), in addition to any Cash Payment or Voucher Relief pursuant to this Settlement Agreement, in recognition of his efforts on behalf of the Settlement Class, subject to Court approval and the provision of a completed W9 form. Defendants shall pay any incentive award approved by the Court within fourteen (14) days after the Effective Date in the form of a check to the Class Representative that is sent care of Class Counsel.

9.3 Defendants shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, or the Settlement Administrator. Plaintiff and Class Counsel acknowledge that Defendants have no responsibility for any taxes that may be due on payments to (i) Plaintiff, including, without limitation, any approved incentive award, (ii) Class Counsel, including, without limitation, any approved Fee Award, (iii) the Settlement Administrator, or (iv) any Settlement Class Member. Plaintiff and Class Counsel further acknowledge that Defendants have no responsibility for any tax consequences that arise out of the deferral of any such payments, including, without limitation, Plaintiff's approved incentive award or Class Counsel's approved Fee Award.

10. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

10.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Section 1.12:

- a. this Settlement Agreement has been signed by the Parties, Class Counsel

and Defendants' Counsel;

b. the Court has entered a Preliminary Approval Order approving the Settlement Agreement;

c. the Court has entered a Final Approval Order finally approving the Agreement that has become final and unappealable, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure; and

d. in the event that the Court enters an approval order and final judgment in a form other than that provided above ("Alternative Approval Order") to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

10.2 If some or all of the conditions specified in Section 1.12 or Section 10.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Section 8 , unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Settlement Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representative, regardless of the amounts awarded, shall not be a basis to terminate the Settlement Agreement.

10.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Actions as

of the date of the signing of the term sheet that preceded this Settlement Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into. Should the Court determine it lacks jurisdiction over any part of the Actions, including any claim, cause of action, or persons, the Parties agree to seek the approval of this Settlement Agreement, on the same terms, before an appropriate court.

11. MISCELLANEOUS PROVISIONS

11.1 The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

11.2 The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with a motion for entry of the Preliminary Approval Order. The Parties also agree that Plaintiff and his counsel shall not publish a press release concerning the Settlement without the prior written review and approval of Defendants; provided, however, that nothing in the foregoing provision shall preclude Class Counsel from stating they served as class counsel, providing legal advice to Settlement Class Members, or from taking all steps necessary to administer the Settlement.

11.3 The Parties further agree that before the entry of Final Approval of the Settlement, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed on by all Parties, no information will be provided in response to such inquiries. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

11.4 Defendants represent that they will be able to fund such expenses required by the Settlement and/or ordered by the Court. Plaintiff and Class Counsel take no position on how the Settlement, or any relief provided or payments made pursuant to it, including Voucher Relief, Cash Payments, Fee Award, incentive award to the Class Representative, or Settlement Administration Expenses, are funded as between Defendants.

11.5 Each signatory to this Agreement represents and warrants (i) that the signatory has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid, and binding obligation.

11.6 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Actions were brought by Plaintiff or defended by Defendants,

or each or any of them, in bad faith or without a reasonable basis.

11.7 The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

11.8 Whether the Effective Date occurs or this Settlement Agreement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Actions, the violation of any law or statute, the reasonableness of any Cash Payment, Voucher Relief, or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendants as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession, or evidence of the infirmity or strength of any claims asserted in the Actions, the truth or falsity of any

fact alleged by Defendants, or the availability or lack of availability of meritorious defenses to the claims raised in the Actions;

d. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against the Released Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; or

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's

claims are with or without merit or that damages recoverable in the Actions would have exceeded or would have been less than any particular amount.

11.9 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

11.10 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

11.11 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

11.12 This Settlement Agreement and its Exhibits A–D set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits A–D other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

11.13 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Actions.

11.14 Plaintiff represents and warrants that he has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that he is fully entitled to release the same, and that he has no surviving claim or cause of action based on the Released Claims against any of the Released Parties that is not being

released by this Settlement Agreement.

11.15 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

11.16 This Settlement 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. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

11.17 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

11.18 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without reference to the conflicts-of-law provisions thereof.

11.19 This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

11.20 Where this Settlement Agreement requires notice to the Parties, such notice shall

be sent to the undersigned counsel: Michael Ovca, movca@edelson.com, EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654; Lauri A. Mazzuchetti, lmazzuchetti@kelleydrye.com, KELLEY DRYE & WARREN LLP, One Jefferson Road, Parsippany, NJ 07054.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated: 12/6/2022

J.T. HAND

By (signature): 

Name (printed): J.T. Hand

Dated: _____

EDELSON PC

By (signature): _____

Name (printed): _____

Its (title): _____

Dated: _____

BILL KENNEY LAW FIRM, LLC

By (signature): _____

Name (printed): _____

Its (title): _____

Dated: _____

BEACH ENTERTAINMENT KC, LLC d/b/a SHARK BAR

By (signature): _____

Name (printed): _____

Its (title): _____

Dated: _____

ARB KC, LLC d/b/a ANGELS ROCK BAR

By (signature): _____

Name (printed): _____

Its (title): _____

J.T. HAND

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: 12/7/22

By (signature):  _____

Name (printed): Benjamin H. Richman

Its (title): Managing Partner, Chicago Office

BILL KENNEY LAW FIRM, LLC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

BEACH ENTERTAINMENT KC, LLC d/b/a SHARK BAR

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

ARB KC, LLC d/b/a ANGELS ROCK BAR

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

J.T. HAND

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

BILL KENNEY LAW FIRM, LLC

Dated: 12/6/2022

By (signature): Bill Kenney

Name (printed): Bill Kenney

Its (title): Owner

BEACH ENTERTAINMENT KC, LLC d/b/a SHARK BAR

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

ARB KC, LLC d/b/a ANGELS ROCK BAR

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

J.T. HAND

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

BILL KENNEY LAW FIRM, LLC

Dated: _____

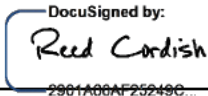
By (signature): _____

Name (printed): _____

Its (title): _____

BEACH ENTERTAINMENT KC, LLC d/b/a SHARK BAR

Dated: 12/9/2022

By (signature):  _____
2901A00AF25249C...

Name (printed): Reed Cordish

Its (title): Authorized Person

ARB KC, LLC d/b/a ANGELS ROCK BAR

Dated: 12/9/2022

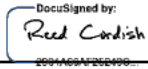
By (signature):  _____
2901A00AF25249C...

Name (printed): Reed Cordish

Its (title): Authorized Person

**ENTERTAINMENT CONSULTING
INTERNATIONAL, LLC**

Dated: 12/9/2022

By (signature):  _____

Name (printed): Reed Cordish

Its (title): Authorized Person

THE CORDISH COMPANIES, INC.

Dated: _____

By (signature):  _____

Name (printed): Reed cordish

Its (title): Authorized Person

KELLEY DRYE & WARREN LLP

Dated: 12/12/2022

By (signature): Lauri Mazzuchetti

Name (printed): Lauri A Mazzuchetti

Its (title): _____

Exhibit A

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI

*J.T. Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar; The Cordish Companies, Inc.;
Entertainment Consulting International, LLC, No. 4:18-cv-668-NKL (W.D. Mo.)
J.T. Hand v. ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc.;
Entertainment Consulting International, LLC, No. 4:19-cv-00108-NKL (W.D. Mo.)*

ONLINE CASH CLAIM FORM

IF YOU WOULD LIKE A \$56.50 PAYMENT INSTEAD OF A \$113 VOUCHER, THIS CASH CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **[CLAIMS DEADLINE]** AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and electronically sign where indicated. Once completed, submit online. If you would prefer a **\$113** voucher, you don't have to submit this form.

<u>First Name</u>		<u>Last Name</u>	
<u>Street Address</u>			
<u>City</u>	<u>State</u>	<u>ZIP Code</u>	
<u>Email Address</u>			
<u>Contact Phone #:</u>			

You may be contacted by phone or email if further information is required.

Class Member Verification: By submitting this Claim Form, I declare that the following information above is true and correct and that, on or after April 25, 2014, I received two or more text messages within one year promoting Shark Bar or Angels Rock Bar to a number registered on the National Do-Not-Call Registry and I did not engage in a transaction with any of the Defendants in the eighteen-month period prior to the receipt of at least two of the text messages.

E- Signature: _____

Date: __/__/__

The Settlement Administrator will review your Cash Claim Form. If accepted, you will receive a payment of \$56.50. This process takes time, please be patient.

Exhibit B

From: tobetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

**IF YOU GOT MULTIPLE TEXTS FROM SHARK BAR OR ANGELS
ROCK BAR TO A NUMBER ON THE NATIONAL DO-NOT-CALL
REGISTRY, YOU MAY BE ELIGIBLE FOR A CLASS ACTION
SETTLEMENT PAYMENT**

*J.T. Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar; The Cordish Companies, Inc.;
Entertainment Consulting International, LLC, No. 4:18-cv-668-NKL (W.D. Mo.)
J.T. Hand v. ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc.;
Entertainment Consulting International, LLC, No. 4:19-cv-00108-NKL (W.D. Mo.)*

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

For more information, visit www.sharkbarclassaction.com.

This notice is to inform you that a Settlement has been reached in class action lawsuits between Defendants Beach Entertainment KC, LLC (“Shark Bar”), ARB KC, LLC (“Angels Rock Bar”), The Cordish Companies, Inc. (“Cordish”), and Entertainment Consulting International, LLC (“ECI”), and individuals who received multiple text messages from Shark Bar or Angels Rock Bar. The lawsuits claim that Defendants are liable for violations of a federal law called the Telephone Consumer Protection Act (the “TCPA”) by sending multiple text messages to phone numbers that were registered on the National Do-Not-Call Registry. Defendants deny they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

Who is included in the Settlement Class? Our records indicate that you are included in the Settlement Class. The Settlement Class includes all persons who, on or after April 25, 2014, received at least two text messages within a twelve-month period from the Defendant entities to any phone number on the National Do-Not-Call Registry. Certain people are excluded for the Settlement Class.

What can I get out of the settlement? If you’re eligible and the Court approves the settlement, you will automatically receive a \$113 voucher, usable at several Kansas City Power & Light District venues including Shark Bar, PBR Big Sky, Mosaic, McFadden’s Sports Saloon, No Other Pub, Pizza Bar, Leinenkugel’s Leinie Lodge & Beer Garden, and Guy Fieri’s Dive & Taco Joint. The voucher won’t expire, can be given to and used by other people, and can purchase any food, drink, or merchandise. You will not be able to use the voucher to participate in any ticketed events or other special events in the Kansas City Power & Light District. Or you can file a claim to get \$56.50 in cash.

How do I get my voucher or payment? If you want a cash payment, you will be required to fill out the Cash Claim Form at [\[hyperlink\]](#). If it is approved, a check will be mailed to the address you provide. If you do nothing, a \$113 voucher will be emailed to you, if your email address is

available, or otherwise mailed to your last known address. You can update your address by emailing the Settlement Administrator at <http://www.sharkbarclassaction.com>.

What are my options? You can do nothing, submit a Cash Claim Form for a \$56.50 payment, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you will receive a \$113 voucher emailed or mailed to your last known address, but you will give up your rights to sue Defendants and individuals about the issues in this case. If you submit an Approved Cash Claim Form, you will receive a cash payment of \$56.50, but you will also give up your rights to sue the companies and individuals about the issues in this case. You can also comment on or object to the settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, will not receive payment or a voucher under the Settlement, but you will retain any rights you currently have to sue the Defendants about the issues in this case. Instructions on how to exclude yourself or object are available at www.sharkbarclassaction.com and *must be received by [Objection/Exclusion Deadline]*.

Do I have a lawyer? Yes, the Court has appointed lawyers from the law firms Edelson PC, and the Bill Kenney Law Firm, LLC, as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” The Court appointed J.T. Hand—a class member like you—to represent the Settlement Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable Nanette K. Laughrey in Room 1219 at the Charles Evans Whittaker United States Courthouse, 400 E. 9th Street, Kansas City, Missouri, 64106. Instructions for participating remotely will be posted on the Settlement Website at www.sharkbarclassaction.com. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 33.33% of the maximum cash value available (\$371,676) and an incentive award of \$15,000 to the Class Representative. The request will be posted on the Settlement Website by [two weeks prior to Objection/Exclusion Deadline].

Questions? www.sharkbarclassaction.com or call 1-866-354-3015

Exhibit C

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU GOT MULTIPLE TEXTS FROM SHARK BAR OR ANGELS ROCK BAR TO A NUMBER ON THE NATIONAL DO-NOT-CALL REGISTRY YOU MAY BE ENTITLED TO A CLASS ACTION SETTLEMENT PAYMENT

J.T. Hand v.
Beach Entertainment KC LLC,
et. al.
J.T. Hand v.
ARB KC LLC, et. al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit #__



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

CASH CLAIM FORM

IF YOU WOULD LIKE A \$56.50 PAYMENT INSTEAD OF A \$113 VOUCHER, THIS CASH CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. Once completed, detach this Cash Claim Form from the Notice and mail the Claim Form only to the Settlement Administrator. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below. If you would prefer a \$113 voucher, you don't have to submit this form.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Class Member Verification: By submitting this Claim Form, I declare that the following information above is true and correct and that, on or after April 25, 2014, I received two or more text messages within one year promoting Shark Bar or Angels Rock Bar to a number registered on the National Do-Not-Call Registry and I did not engage in a transaction with any of the Defendants in the eighteen-month period prior to the receipt of at least two text messages.

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Cash Claim Form. If accepted, you will be mailed a check for \$56.50. This process takes time, please be patient.

Questions, visit www.sharkbarclassaction.com or call [toll free number]

This notice is to inform you that a Settlement has been reached in class action lawsuits between Defendants Beach Entertainment KC, LLC (“Shark Bar”), ARB KC, LLC (“Angels Rock Bar”), The Cordish Companies, Inc., and Entertainment Consulting International, LLC, and individuals who received multiple text messages from Shark Bar or Angels Rock Bar. The lawsuits claim that Defendants are liable for violations of a federal law called the Telephone Consumer Protection Act (the “TCPA”) by sending multiple text messages to phone numbers that were registered on the National Do-Not-Call Registry. Defendants deny they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

Who is included in the Settlement Class? Our records indicate that you are included in the Settlement Class. The Settlement Class includes all persons who, on or after April 25, 2014, received at least two text messages within a twelve-month period from the Defendant entities to any phone number on the National Do-Not-Call Registry. Certain people are excluded from the Settlement Class.

What can I get out of the settlement? If you’re eligible and the Court approves the settlement, you will automatically receive a \$113 voucher, usable at several Kansas City Power & Light District venues. Or you can file a claim to get \$56.50 in cash.

How do I get my voucher or payment? If you want a cash payment, you will be required to fill out the Cash Claim Form attached to this postcard by [date] or at www.sharkbarclassaction.com. If it is approved, a check will be mailed to the address you provide. If you do nothing, a \$113 voucher will be emailed or mailed to your last known address. You can update your address by emailing the Settlement Administrator at www.sharkbarclassaction.com.

What are my options? You can do nothing, submit a Cash Claim Form for a \$56.50 payment, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you will receive a \$113 voucher mailed to your last known address, but you will give up your rights to sue Defendants and individuals about the issues in this case. If you submit an Approved Cash Claim Form, you will receive a cash payment of \$56.50, but you will also give up your rights to sue the companies and individuals about the issues in this case. You can also comment on or object to the settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, will not receive payment or a voucher under the Settlement, but you will retain any rights you currently have to sue the Defendants about the issues in this case. Instructions on how to exclude yourself or object are available at www.sharkbarclassaction.com and **must be received by [Objection/Exclusion Deadline]**.

Do I have a lawyer? Yes, the Court has appointed lawyers from the law firms Edelson PC, and the Bill Kenney Law Firm, LLC, as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” The Court appointed J.T. Hand—a class members like you—to represent the Settlement Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable Nanette K. Laughrey in Room 1219 at the Charles Evans Whittaker United States Courthouse, 400 E. 9th Street, Kansas City, Missouri, 64106. **Instructions for participating remotely will be posted on the Settlement Website at www.sharkbarclassaction.com.** During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 33.33% of the maximum cash value available (\$371,676) and an incentive award of \$15,000 to the Class Representative. The request will be posted on the Settlement Website by **[two weeks prior to Objection/Exclusion Deadline]**.

Questions? Visit www.sharkbarclassaction.com or call 1-866-354-3015

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Shark Bar & Angels Rock Bar
Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit D

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI

J.T. Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar; The Cordish Companies, Inc.; Entertainment Consulting International, LLC, No. 4:18-cv-668-NKL (W.D. Mo.)
J.T. Hand v. ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc.; Entertainment Consulting International LLC, No. 4:19-cv-00108-NKL (W.D. Mo.)

**IF YOU GOT MULTIPLE TEXTS FROM SHARK BAR OR ANGELS
ROCK BAR TO A NUMBER ON THE NATIONAL DO-NOT-CALL
REGISTRY, YOU MAY BE ELIGIBLE FOR A
A CLASS ACTION SETTLEMENT PAYMENT.**

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

- A Settlement has been reached in class action lawsuits between Defendants Beach Entertainment KC, LLC (“Shark Bar”), ARB KC, LLC (“Angels Rock Bar”), The Cordish Companies, Inc. (“Cordish”), and Entertainment Consulting International, LLC (“ECI”), and individuals who received multiple text messages from Shark Bar or Angels Rock Bar. The lawsuits claim that Defendants violated a federal law called the Telephone Consumer Protection Act (the “TCPA”) by sending text messages to phone numbers that were registered on the National Do-Not-Call Registry. Defendants deny they violated any law. The Court has not decided who is right or wrong. The Settlement has been preliminarily approved by a federal court in Kansas City, Missouri.
- You are included in the Settlement if, on or after April 25, 2014, you received at least two text messages within a twelve-month period from the Defendants to any phone number on the National Do-Not-Call Registry and Defendants’ records do not reflect that you engaged in a transaction with any of the Defendants within eighteen months of the receipt of both text messages. If you received a notice of the Settlement via email or in the mail, our records indicate that you are a Settlement Class Member. Those included will automatically receive a \$113 voucher valid at several Kansas City area establishments via email if available, and otherwise via mail. Or you can get \$56.50 in cash by filling out a Cash Claim Form by [date].
- Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CASH CLAIM FORM	You may submit a Cash Claim Form by [date] and get a payment of \$56.50. This is the only way to receive a cash payment. You will give up your rights to sue Defendants about the issues in this case.
DO NOTHING	You will receive a \$113 voucher emailed or mailed to your last known address, but you will give up your rights to sue Defendants about the issues in this case.
EXCLUDE YOURSELF	You will not receive payment under the Settlement, but you will retain any rights you currently have to sue Defendants about the issues in this case.
OBJECT	Write to the Court explaining why you don't like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments and vouchers will be provided only after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

1. What is this notice and why should I read it?

The Court authorized this notice to let you know about a proposed Settlement with Shark Bar, Angels Rock Bar, Cordish, and ECI. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment or voucher as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Nanette K. Laughrey of the United States District Court for the Western District of Missouri is overseeing these class actions. The cases are called *J.T. Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar; The Cordish Companies, Inc.; Entertainment Consulting International, LLC*, No. 4:18-cv-668-NKL (W.D.

Mo.) and *J.T. Hand v. ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc., Entertainment Consulting International, LLC*, No. 4:19-cv-00108-NKL (W.D. Mo.). The person who filed the lawsuits, J.T. Hand, is the Plaintiff. The companies he sued, Shark Bar, Angels Rock Bar, Cordish, and ECI, are the Defendants.

2. What is a class action lawsuit?

A class action is a lawsuit in which an individual or individuals called “Class Representatives” bring a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Telephone Consumer Protection Act (“TCPA”) is a federal law that restricts telemarketing calls to phone numbers registered on the National Do-Not-Call Registry.

These lawsuits allege that Defendants violated the TCPA by sending multiple marketing text messages, without consent, to telephone numbers registered on the National Do-Not-Call Registry. The lawsuits requested civil penalties, provided for under the TCPA, for each text sent that allegedly violated the TCPA.

Defendants deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the lawsuits and have asserted various defenses. Defendants also deny that the claims in the lawsuits are appropriate for class treatment if the lawsuits proceeded through trial.

More information about Plaintiff’s complaints in the lawsuits and the Defendants’ defenses can be found in the “Court Documents” section of the settlement website <http://www.sharkbarclassaction.com>.

4. Have I Received this Notice Before?

You may have been mailed notice in connection with the certified class in the *Shark Bar* case, one of the two cases this Settlement resolves. If so, this Notice is to inform you that the parties have reached a proposed Settlement, agreed alongside another case with similar claims, *Angels Rock Bar*. Because the Settlement will, if finally approved, release, or give up, the Settlement Class Members’ claims against the Defendants, including members of the certified class in *Shark Bar*, the Settlement Class is being mailed this Notice informing them of

their rights under the Settlement.

5. Who is included in the Settlement Class?

You are a member of the Settlement Class if, on or after April 25, 2014, you received at least two text messages within a twelve-month period, from any phone number associated with any of the named Defendant entities, to a phone number included on the NDNCR.

If you received this Notice, our records indicate that you are likely a member of the Settlement Class.

However, you do not qualify as a class member if Defendants' records reflect you transacted business with a Defendant (such as making a purchase at Shark Bar or Angels Rock Bar) and did not receive at least two text messages more than eighteen months after the last transaction. You also do not qualify if you are: (i) the judge or magistrate presiding over the case, or a family member of the judge or magistrate or (ii) a Defendant, a subsidiary of a Defendant, or a parent company, successor, or predecessor, or other entity controlled by a Defendant.

You may exclude yourself from the Settlement Class. If you do so, you will no longer be a Settlement Class Member. If you excluded yourself from the certified class in the *Shark Bar* case, you will be excluded from this Settlement Class.

You may call or email the Settlement Administrator at [phone number] or [email address] to ask whether you are a member of the Settlement Class.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Cash Payments. If you're eligible, you can fill out a Cash Claim Form and receive a cash payment of \$56.50. If your Cash Claim Form is approved, you will be mailed a check for this amount to the address you provide on your Cash Claim Form.

Vouchers. If you do nothing, you will receive a \$113 voucher that can be used at a variety of Kansas City, Missouri establishments in the Power & Light District, including Shark Bar, PBR Big Sky, Mosaic, McFadden's Sports Saloon, No Other Pub, Pizza Bar, Leinenkugel's Leinie Lodge & Beer Garden, and Guy Fieri's Dive & Taco Joint. The voucher won't expire, can be given to and used by other people, and can purchase any food, drink, or merchandise. You will not be able to use the voucher to participate in any ticketed events or other special events in the Kansas City Power & Light District.

Prospective Relief. Defendants agreed to implement and enforce policies to make sure they don't improperly contact phone numbers on the National Do-Not-Call Registry for

at least two years after the Settlement Agreement becomes effective, or otherwise violate the TCPA.

HOW TO GET SETTLEMENT BENEFITS

7. How do I get settlement benefits?

If you are a Settlement Class member and you want to get a Cash Payment, you must complete and submit a valid Cash Claim Form by [Claims Deadline]. If you received an email notice, it contained a link to the online Claim Form, which is also available on the Settlement Website **here** [link to online Claim Form] and can be filled out and submitted online. A paper Cash Claim Form with pre-paid postage was attached to the postcard notice you may have received in the mail. Those who submit a Cash Claim Form will receive a check by mail, if the claim is approved.

The Cash Claim Form requires you to provide the following information: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone number and email address, (iv) an affirmation that you received two or more text messages within one year promoting Shark Bar or Angels Rock Bar to a number registered on the National Do-Not-Call Registry, and (v) that you did not engage in a transaction with any of the Defendants in the eighteen-month period prior to the receipt of at least two of the text messages.

You do not need to do anything to receive a voucher. If the settlement is approved, it will be sent to you automatically via email or U.S. Mail.

You can request to update your address by emailing the Settlement Administrator at [insert].

8. When will I get my settlement benefits?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, Class Members will be issued a voucher or cash payment within 28 days after the Settlement has been finally approved by the Court and/or after any appeals process is complete. Please be patient. Uncashed checks will expire and become void 90 days after they are issued and will be sent to Western Missouri Legal Aid (<https://lawmo.org/about-us>).

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in the case?

Yes, the Court has appointed Benjamin H. Richman, Eve-Lynn J. Rapp, and Michael W. Ovca, lawyers from the law firm Edelson PC, and Bill Kenney, a

lawyer from the Bill Kenney Law Firm, LLC, as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” The Court appointed J.T. Hand—a class member like you—to represent the Settlement Class. Class Counsel can be reached by calling 1-866-354-3015.

10. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses up to 33.33% of the maximum cash value available (\$371,676.00) and will also request an incentive award of \$15,000 for the Class Representative. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing at all?

If you do nothing, you will receive a voucher at your last known address or updated address and you will be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against Shark Bar, Angels Rock Bar, or other Released Parties regarding any of the Released Claims.

For information on how to request exclusion from the class or file an objection, please visit the settlement website, www.sharkbarclassaction.com, or call [toll free number].

13. What happens if I ask to be excluded?

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment or voucher, but you will not release any claims you may have against the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense.

14. How do I ask to be excluded?

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must: (i) be in writing; (ii) identify the case name *Hand v.*

Beach Entertainment KC, LLC d/b/a Shark Bar, et al., No. 4:18-cv-00668-NKL (W.D. Mo.) or *Hand v. ARB KC, LLC d/b/a Angels Rock Bar, et al*, No. 4:19-cv-00108-NKL (W.D. Mo.); (iii) state the full name and current address of the person in the Settlement Class seeking exclusion; (iv) be signed by the person(s) seeking exclusion; and (v) be postmarked or received by the Settlement Administrator on or before the [Objection/Exclusion Deadline]. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Hand v. Beach Entertainment KC LLC, et al.*, No. 4:18-cv-00668-NKL (W.D. Mo.) or *Hand v. ARB KC LLC, et al.*, No. 4:19-cv-00108-NKL (W.D. Mo.)” You must mail or e-mail your exclusion request no later than [Objection/Exclusion Deadline] to:

J.T. Hand v. Beach Entertainment KC LLC., et. al.
J.T. Hand v. ARB KC LLC., et. al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

-or-

[e-mail address]

You can't exclude yourself over the phone. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

15. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Shark Bar, Angels Rock Bar, and any other Defendant for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Hand v. Beach Entertainment KC, LLC d/b/a Shark Bar; The Cordish Companies, Inc.; Entertainment Consulting International, LLC*, No. 4:18-cv-668-NKL (W.D. Mo.) and *Hand v. ARB KC, LLC d/b/a Angels Rock Bar; The Cordish Companies, Inc., Entertainment Consulting International LLC*, No. 4:19-cv-00108-NKL (W.D. Mo.)

no later than [Objection/Exclusion Deadline]. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the United States District Court for the Western District of Missouri
Charles Evans Whittaker United States Courthouse
400 E. 9th Street
Kansas City, Missouri, 64106

The Court accepts filings from pro se litigants (if you file on your own behalf, rather than hiring a lawyer) through the Electronic Document Submission System (EDSS). Instructions on how to file via EDSS can be found [here](#).

The objection must be in writing and personally signed by the objector (an attorney's signature is insufficient) and must include: (i) the Settlement Class Member's full name and current address, (ii) a statement that the objector is a Settlement Class Member, (iii) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (iv) the specific grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission); and (viii) a list of any persons who intend to testify at the Final Approval Hearing in support of the objection. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of [Objection/Exclusion Deadline]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

In addition to filing your objection with the Court, you must send via mail, email, or delivery service, by no later than [Objection/Exclusion Deadline], copies of your objection and any supporting documents to both Class Counsel and Defendants' lawyers at the addresses listed below:

Class Counsel	Defendants' Counsel
Michael Ovca movca@edelson.com EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Lauri A. Mazzuchetti lmazzuchetti@kelleydrye.com KELLEY DRY & WARREN LLP One Jefferson Road Parsippany, New Jersey 07054

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive awards on [date 2 weeks before Objection / Exclusion deadline].

18. What's the difference between objecting and excluding myself from the Settlement?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [time] on [date] before the Honorable Nanette K. Laughrey in Room 1219 at the Charles Evans Whittaker United States Courthouse, 400 E. 9th Street, Kansas City, Missouri, 64106, or via remote means as instructed by the Court. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. **At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.**

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, <http://www.sharkbarclassaction.com>.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 17 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

22. Where do I get more information?

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at <http://www.sharkbarclassaction.com> or at the Clerk's Office in the Charles Evans Whittaker United States Courthouse, 400 E. 9th Street, Kansas City, Missouri, 64106, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. You can also contact Class Counsel at 1-866-354-3015 with any questions.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANTS, OR THE DEFENDANTS' LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF SETTLEMENT PAYMENTS.