

Class Action Settlement Agreement – Seals v. Concora Credit Inc.

CLASS ACTION SETTLEMENT AGREEMENT

Alexis Seals (“Plaintiff”) and Concora Credit Inc. (“Defendant”) enter into this arm’s-length class action settlement agreement (“Agreement”).

1. Recitals:

- 1.1. On May 1, 2025, Plaintiff filed a class action complaint against Defendant, styled *Seals v. Concora Credit Inc.*, No. 3:25-cv-00728-AN (D. Or.), through which Plaintiff alleges violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 (“Lawsuit”).
- 1.2. Defendant denies any wrongdoing or liability related to the allegations included in the Lawsuit, and denies any improper conduct or violation of the TCPA.
- 1.3. On April 29, 2026, Plaintiff and Defendant mediated Plaintiff’s claims in person, and for weeks that followed Plaintiff and Defendant continued settlement negotiations by way of their chosen mediator.
- 1.4. Plaintiff and Defendant now intend to settle and finally resolve all claims Plaintiff asserts through the Lawsuit.
- 1.5. Aware of the substantial expense, delay, and inherent risk associated with litigation, Plaintiff and her counsel recognize that in light of the recovery that results from the settlement memorialized by this Agreement, continued litigation is not in the best interest of members of the settlement class that is the subject of this Agreement.
- 1.6. Also aware of the substantial expense, delay, and inherent risk associated with litigation, Defendant believes it is in its best interest to enter into the settlement memorialized by this Agreement to finally resolve all claims asserted in the Lawsuit.
- 1.7. Plaintiff and her counsel believe that the settlement memorialized by this Agreement is fair, adequate, and reasonable.
- 1.8. Plaintiff and Defendant agree to undertake all steps necessary to secure court approval of the settlement memorialized by this Agreement.
- 1.9. The settlement memorialized by this Agreement is not to be construed as an admission or concession by Plaintiff that there is any infirmity in the claims she asserts through the Lawsuit.
- 1.10. The settlement memorialized by this Agreement is not to be construed as an admission or concession by Defendant regarding liability or wrongdoing, and Defendant denies any liability, denies that it violated the TCPA, and denies any other wrongdoing.

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2. Definitions:

- 2.1. “Approved Claim Form” means a claim form that a Settlement Class Member (defined below) timely submits, and that the Claims Administrator (defined below) approves for payment.
- 2.2. “Claims Administrator,” subject to the Court’s (defined below) approval, means Rust Consulting, Inc.
- 2.3. “Claim Form” means the form that Settlement Class Members must submit to obtain a monetary recovery in connection with the Settlement (defined below).
- 2.4. “Class Counsel” means Greenwald Davidson Radbil PLLC.
- 2.5. “Class Notice” means the notice that the Court approves in a form substantially similar to Exhibit 1 to this Agreement, which includes a postcard notice with detachable claim form, and a question-and-answer notice to appear on the dedicated settlement website.
- 2.6. “Court” means the United States District Court for the District of Oregon.
- 2.7. “Fairness Hearing” means the hearing that the Court conducts under Federal Rule of Civil Procedure 23 to consider the fairness, adequacy, and reasonableness of the Settlement.
- 2.8. “Finality Date” means the date after which the Court enters a final order and judgment and the time to appeal the final order and judgment expires without appeal, or any appeal is dismissed, or the final order and judgment is affirmed and not subject to review by any court.
- 2.9. “Final Order and Judgment” means the final order and judgment that the Court enters in a form substantially similar to Exhibit 3 to this Agreement.
- 2.10. “Order Preliminarily Approving the Settlement” means the order, in a form substantially similar to Exhibit 2 to this Agreement, preliminarily approving the Settlement and authorizing the dissemination of class notice.
- 2.11. “Preliminary Approval Date” means the date the Court enters the Order Preliminarily Approving the Settlement.
- 2.12. “Released Parties” means Defendant and each of its respective past, present, and future parents, subsidiaries, successors, and assigns and all of their past, present and former directors, officers, partners, members, trustees, shareholders, owners, and employees.
- 2.13. “Released Claims” means all claims to be released as set forth in Section 14 of this Agreement.

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- 2.14. “Releasers” means Plaintiff and every Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement Class (defined below).
- 2.15. “Settlement” means the settlement memorialized by this Agreement.
- 2.16. “Settlement Class” means the class that the Court certifies for settlement purposes, the definition of which the parties propose as:
- All persons throughout the United States (1) to whom Concora Credit Inc. placed, or caused to be placed, a call, (2) directed to a telephone number assigned to a cellular telephone service, but not assigned to a Concora Credit Inc. account holder, (3) in connection with which Concora Credit Inc. used, or caused to be used, an artificial or prerecorded voice, (4) from May 2, 2021 through May 31, 2026.
- 2.17. “Settlement Class Members” mean all members of the Settlement Class.
- 2.18. “Settlement Class Period” means May 2, 2021 through May 31, 2026.

3. Jurisdiction:

- 3.1. The parties agree that the Court has, and will continue to have, jurisdiction to issue any order necessary to effectuate, consummate, and enforce the terms of the Settlement, to approve attorneys’ fees, costs, expenses, and incentive awards, and to supervise the administration and distribution of proceeds associated with the Settlement.

4. Certification:

- 4.1. Plaintiff and Defendant agree to certification of the Settlement Class for settlement purposes only.
- 4.2. Based on data provided by Defendant to date, Plaintiff estimates there are approximately 147,083 unique cellular telephone numbers whose users may fall within the settlement class definition.
- 4.3. Within seven days of the Order Preliminarily Approving the Settlement, Defendant will make available to Plaintiff and the Claims Administrator all information, including relevant telephone numbers by way of an Excel spreadsheet (or .csv file), necessary to send notice to potential Settlement Class Members. This includes, but may not be limited to, all information and telephone numbers necessary to effectuate any required Federal Communications Commission Reassigned Numbers Database (“RND”) analysis, as well as relevant Neustar-coded and “wrong number”-coded telephone numbers.
- 4.4. Defendant denies that a litigation class could be properly certified and disputes that common issues predominate over individual ones. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendant does not

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oppose and hereby agrees to certification of the Settlement Class defined in Paragraph 2.16, for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3).

5. Preliminary Approval:

- 5.1. Plaintiff will file an unopposed motion to preliminarily approve the Settlement. Plaintiff will provide a copy of the unopposed motion for preliminary approval to Defendant at least two business days prior to filing.
- 5.2. Through her motion to preliminarily approve the Settlement, Plaintiff will request that the Court:
 - A. Preliminarily certify the Settlement Class for settlement purposes only, appoint Plaintiff as the representative for the Settlement Class, and appoint Class Counsel as counsel for the Settlement Class;
 - B. Preliminarily approve the Settlement as fair, reasonable, and adequate, and within the reasonable range of possible final approval;
 - C. Approve the Class Notice and find that the proposed notice plan constitutes the best notice practicable under the circumstances, and that it satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;
 - D. Set the date and time for the Fairness Hearing; and
 - E. Set the deadline for Settlement Class Members to file Claim Forms and to submit exclusions and objections to the Settlement.
- 5.3. Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to preliminarily approve the Settlement.

6. Class Action Fairness Act Notice:

- 6.1. The Claims Administrator will be responsible for directing notice under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. Defendant will work with the Claims Administrator to do so. Such notice will be served within ten days after Plaintiff files her unopposed motion to preliminarily approve the Settlement.
- 6.2. The Claims Administrator will provide Class Counsel with a copy of the CAFA notice no later than two days after it is served.
- 6.3. The Claims Administrator will also file with the Court, at least thirty days prior to the Fairness Hearing, a notice attesting to compliance with CAFA.

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7. Notice to Members of the Settlement Class:

- 7.1. The Claims Administrator will be responsible for all matters relating to the administration of the Settlement.
- 7.2. The Claims Administrator's responsibilities will include, but will not be limited to:
 - A. Disseminating notice to potential Settlement Class Members;
 - B. Performing, if necessary, an RND scrub for certain telephone numbers Plaintiff and Defendant provided to it;
 - C. Performing, if necessary, a cellular telephone number scrub for certain telephone numbers Plaintiff and Defendant provided to it;
 - D. Performing, if necessary, a reverse lookup process for certain telephone numbers Plaintiff and Defendant provided to it;
 - E. Sending direct mail notice by postcard, with the Claim Form, to potential Settlement Class Members, where possible;
 - F. Establishing both a dedicated website through which Settlement Class Members can submit claims and a toll-free telephone number for informational purposes;
 - G. Fielding inquiries about the Settlement;
 - H. Processing settlement claims;
 - I. Acting as a liaison between Settlement Class Members, Class Counsel, and counsel for Defendant;
 - J. Approving settlement claims, and rejecting settlement claims where there is evidence of fraud or other information that disqualifies a claim;
 - K. Directing the mailing of settlement checks to Settlement Class Members;
 - L. Performing any other tasks reasonably required of it; and
 - M. Directing notice under CAFA, as described in Section 6.
- 7.3. The addresses of potential Settlement Class Members obtained by the Claims Administrator may be subject to confirmation or updating as follows:
 - A. The Claims Administrator may check each address obtained against the United States Post Office National Change of Address Database;

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- B. The Claims Administrator may conduct a reasonable search to locate an updated address for any potential Settlement Class Member whose notice is returned as undeliverable;
 - C. The Claims Administrator will update addresses based on any forwarding information received from the United States Post Office; and
 - D. The Claims Administrator will update addresses based on any requests received from Settlement Class Members.
- 7.4. The Claims Administrator will provide weekly updates to Class Counsel and counsel for Defendant regarding the status of its administration.
- 7.5. Not later than thirty days following the Preliminary Approval Date, or as otherwise directed by the Court, the Claims Administrator will mail the Class Notice and a Claim Form to potential Settlement Class Members, where possible.
- 7.6. The postcard the Claims Administrator uses to mail the Class Notice and Claim Form to potential Settlement Class Members must include a notation requesting address correction.
- 7.7. If any Class Notice is returned with a new address, the Claims Administrator must resend the Class Notice and a Claim Form to the new address.
- 7.8. Subject to Section 7.9 of this Agreement, Defendant is responsible for any amounts due to the Claims Administrator prior to the date on which the Settlement Fund (defined below) is established and funded.
- 7.9. Defendant will be entitled to an offset for any payments it makes to the Claims Administrator prior to the date on which the Settlement Fund is established and funded, from the Settlement Fund once it is established and funded.
- 7.10. The Claims Administrator will make all returned and completed Claim Forms available to Defendant's Counsel and Class Counsel for review and will provide an Excel spreadsheet to Defendant's Counsel and Class Counsel of all returned and completed Claim Forms containing the name and address of each claimant. Defendant will have twenty-one days following the date that the Claim Forms are due to the Claims Administrator to review the Claim Forms. If Defendant believes that a Claim Form is false or fraudulent, including that it was filed by an individual who Defendant believes is not a Settlement Class Member, Defendant will be permitted, but not required, to notify the Claims Administrator and Class Counsel and to provide proof of such membership. If the Claims Administrator determines that any individual who returned a Claim Form is not a Settlement Class Member, the Claims Administrator will reject that individual's Claim Form. The Claims Administrator will be the final arbiter of whether a Claim Form was submitted by a Settlement Class Member or not.

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- 7.11. An individual to whom the Claims Administrator does not provide a Claim Form as part of the process by which the Claims Administrator mails the Class Notice and a Claim Form to potential Settlement Class Members may request a Claim Form from the Claims Administrator if that person is able to demonstrate proof of receipt on his or her cellular telephone of an artificial or prerecorded voice call or message from Defendant during the Settlement Class Period. Upon receipt of such proof, and if the Claims Administrator finds that proof to be sufficient, the Claims Administrator may send a Claim Form to the individual who requests it.
- 7.12. If approved payments to Settlement Class Members exceed the applicable IRS reporting requirements, Settlement Class Members must provide a valid Form W-9 to receive their payment. The Claims Administrator will request such tax forms from Settlement Class Members with approved claims, if necessary.
- 7.13. Class Notices shall not include any trademarks or logos of Defendant, or a return address for Defendant, and shall not be designed or styled in any way that suggest the Class Notices were sent by Defendant.

8. Publication of Class Notice:

- 8.1. Not later than thirty days following the Preliminary Approval Date, or as otherwise directed by the Court, the Claims Administrator will arrange for publication of the Class Notice on the settlement website.

9. Settlement Website:

- 9.1. The Claims Administrator will build and maintain a dedicated website that includes downloadable information and documents necessary to submit claims. The settlement website will be live not later than thirty days following the Preliminary Approval Date, or as otherwise directed by the Court. The Claims Administrator shall take all steps necessary to decommission and take down the settlement website within three weeks after the settlement check void dates of the final payments.
- 9.2. At a minimum, the downloadable information and documents on the settlement website must include, when available, this Agreement, the Class Notice (without the Claim Form), Plaintiff's petition for attorneys' fees, costs and expenses, and an incentive award, the Order Preliminarily Approving the Settlement, Plaintiff's class action complaint, and the Final Order and Judgment.
- 9.3. The Settlement Website domain will be www.SealsTCPASettlement.com.

10. Final Approval:

- 10.1. At least ten days prior to the Fairness Hearing, the Claims Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms,

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and stating the number of claims, objections, and exclusions, if any. The Class Administrator shall attach copies of the objections and exclusions.

- 10.2. Prior to the Fairness Hearing, Plaintiff will file an unopposed motion to finally approve the Settlement. Plaintiff will provide a copy of the unopposed motion for final approval to Defendant at least two business days prior to filing.
- 10.3. Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to finally approve the Settlement.

11. Consideration:

- 11.1. Defendant agrees to relief with a total cash value of \$9,375,000, and a total value in excess of \$9,375,000 when accounting for the value of practice changes. This includes \$8,375,000 in non-reversionary cash, a mandatory TCPA minimum compliance spend in the amount of \$1,000,000 within three years, and additional remedial economic relief resulting from Defendant's mandatory compliance spend and related practice changes.
- 11.2. Defendant will cause to be deposited with the Claims Administrator \$8,375,000 (less any amounts paid to the Claims Administrator per Sections 7.8 and 7.9) for purposes of creating a non-reversionary common fund ("Settlement Fund").
- 11.3. Paid from the \$8,375,000 non-reversionary Settlement Fund will be compensation to settlement class members (\$5,000,000); costs of notice and claims administration (up to \$340,000); litigation costs and expenses (up to \$25,000), subject to the Court's approval; attorneys' fees (Class Counsel will seek \$3,000,000), subject to the Court's approval; and an incentive award to Plaintiff (Plaintiff will seek \$10,000), subject to the court's approval. If the final costs of notice and claims administration amount to less than \$340,000, any excess will be allocated to compensation for settlement class members. Similarly, if attorneys' fees are approved in an amount less than \$3,000,000, or if litigation costs and expenses are approved in an amount less than \$25,000, or if an incentive award is approved in an amount less than \$10,000, any excess will be allocated to compensation for Settlement Class Members. Defendant has the right to oppose the forthcoming requests for litigation costs and expenses, attorneys' fees, and an incentive award.
- 11.4. Defendant's mandatory compliance spend, within three years, will be directed to TCPA compliance enhancements, including heightened reassigned telephone number compliance procedures. The compliance spend will be determined solely by Defendant. Options include but are not limited to use of the RND; periodic internal auditing; employee training programs; and implementation of other related TCPA compliance policies.
- 11.5. In consultation with the Claims Administrator, Defendant will fund the Settlement Fund within thirty days of the Court's issuance of the Order Preliminarily Approving the Settlement.

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- 11.6. The Claims Administrator will place the Settlement Fund at U.S. Bank in an interest bearing account, which is 100% backed by the FDIC (the “Account”), created by order of the Court, and intended to be a separate taxable entity and qualify as a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Department Regulations (“Treasury Regulations”) promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). Defendant will be the “transferor” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Claims Administrator will be designated as the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. The Claims Administrator will timely provide any statements or make any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations. The parties agree to the tax treatment of the QSF as set forth in Section 21. All risks related to the investment of the Settlement Fund will be borne by the Settlement Fund. Defendant will have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Claim Administrator, or any transactions executed by the Claims Administrator. Defendant will not be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, taxes (including interest and penalties), legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Claims Administrator.
- 11.7. Paid from the Settlement Fund will be:
- A. Compensation to Settlement Class Members who timely submit an Approved Claim Form;
 - B. The cost of notice to potential Settlement Class Members and claims administration, including costs associated with identifying potential Settlement Class Members, and any reasonable costs associated with administering the Settlement Fund, including costs of tax attorneys or accountants;
 - C. Litigation costs and expenses, for which Class Counsel will petition the Court;
 - D. Reasonable attorneys’ fees, calculated as a percentage of the value of the Settlement, for which Class Counsel will petition the Court; and
 - E. An incentive award to Plaintiff, for which Plaintiff will petition the Court.

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- 11.8. Each Settlement Class Member who submits an Approved Claim Form, which provides his or her name, address, and telephone number, either online no later than seventy-five days after the Preliminary Approval Date, or by U.S. Mail with a postmark of no later than seventy-five days after the Preliminary Approval Date, will be entitled to a *pro rata* share of the non-reversionary Settlement Fund after deducting:
- A. Costs and expenses of administrating the Settlement, including notice to potential Settlement Class Members, not to exceed \$340,000;
 - B. Class Counsel’s attorneys’ fees, not to exceed \$3,000,000, subject to the Court’s approval;
 - C. Class Counsel’s litigation costs and expenses, not to exceed \$25,000, subject to the Court’s approval; and
 - D. Plaintiff’s incentive award, not to exceed \$10,000, subject to the Court’s approval.
- 11.9. A Settlement Class Member may submit only one claim, regardless of how many times Defendant called the Settlement Class Member, or how many artificial or prerecorded voice messages Defendant delivered to the Settlement Class Member.
- 11.10. Settlement Class Members may submit claims on an individual basis only.
- 11.11. “Mass” or “group” submissions of claims on behalf of a “mass” or “group” of Settlement Class Members are not allowed, and will not be considered valid.
- 11.12. Each settlement check issued to a Settlement Class Member will be valid for one hundred twenty days after it is issued.
- 11.13. Any funds not ultimately paid out as the result of uncashed settlement checks will be paid out as a *cy pres* award to Financial Beginnings, subject to the Court’s approval.

12. Exclusions:

- 12.1. Any Settlement Class Member who wishes to exclude himself or herself from the Settlement must mail a written request for exclusion personally signed by the Settlement Class Member to the Claims Administrator, postmarked no more than seventy-five days after the Preliminary Approval Date.
- 12.2. Through his or her request for exclusion, and subject to the Court’s approval, a member of the Settlement Class must include his or her:
- A. Full name;
 - B. Address;

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C. Telephone number called by Defendant; and

D. Statement that he or she wishes to be excluded from the Settlement.

- 12.3. Any Settlement Class Member who submits a valid and timely request for exclusion will neither be bound by the terms of this Agreement, nor receive any of the benefits of the Settlement. Every Settlement Class Member who does not timely and properly submit a written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Lawsuit. The satisfaction of all the Released Claims against Defendant, as well as entry of the Final Order and Judgment, will be binding upon all Settlement Class Members who do not exclude themselves.
- 12.4. The Claims Administrator will provide a list of the names of each Settlement Class Member who submitted a valid and timely request for exclusion to Class Counsel and counsel for Defendant within ten days after the deadline for exclusions.
- 12.5. Settlement Class Members may exclude themselves on an individual basis only.
- 12.6. “Mass” or “group” exclusions submitted on behalf of a “mass” or “group” of Settlement Class Members are not allowed, and will not be considered valid.

13. Objections:

- 13.1. Any Settlement Class Member who wishes to object to the Settlement must mail a written notice of objection to the Claims Administrator, Class Counsel, counsel for Defendant, and to the Court, postmarked no more than seventy-five days after the Preliminary Approval Date.
- 13.2. Through his or her notice of objection, and subject to the Court’s approval, a Settlement Class Member must include:
- A. His or her full name;
 - B. His or her address;
 - C. His or her telephone number to which Defendant placed a subject artificial or prerecorded voice call between May 2, 2021 and May 31, 2026 to demonstrate that the objector is a member of the Settlement Class;
 - D. A statement of the objection;
 - E. A description of the facts underlying the objection;
 - F. A description of the legal authorities that support each objection;

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- G. A statement noting whether the objector intends to appear at the Fairness Hearing;
 - H. A list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony;
 - I. A list of exhibits that the objector intends to present at the Fairness Hearing; and
 - J. A signature from the Settlement Class Member.
- 13.3. Settlement Class Members who do not submit a valid and timely objection will be barred from seeking review of the Settlement by appeal, or otherwise.
- 13.4. If a Settlement Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection).
- 13.5. Any Settlement Class Member who fails to comply with the provisions of Section 13 will waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object, and will be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Lawsuit.
- 13.6. Class Counsel and the parties will have the right, but not the obligation, to respond to any objection no later than seven days prior to the Fairness Hearing. The party responding must file a copy of the response with the Court, and must serve a copy, by email or overnight delivery if reasonably possible, to the objector (or counsel for the objector).

14. Release:

- 14.1. As of the Finality Date, Releasors release and forever discharge the Released Party from any and all claims, actions, demands, or causes of action, under the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, any rule, regulation, regulatory promulgation applicable to the TCPA, and related provisions of state laws that prohibit or restrict the making or placing of telephone calls in connection with which an artificial or prerecorded voice is used, known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, accrued or which may have accrued through May 31, 2026, actual or contingent, liquidated or unliquidated, punitive or compensatory, whether the claims are brought directly or by or on behalf of any of the Settlement Class member in an individual or class action, representative, or in any other capacity, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties, injunctive, or declaratory relief, that arise from calls Defendant placed from May 2, 2021 through May 31, 2026 to Settlement Class Members in connection with which Defendant used or caused to be used an artificial or prerecorded voice (the “Released Claims”).

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In addition, and in consideration for payment of the Settlement Amount, each Releasor subject to California Civil Code section 1542 or Section 20-7-11 of the South Dakota Codified Laws, expressly waives, releases, and forever discharges any and all provisions, rights, and/or benefits conferred by Section 1542 or Section 20-7-11 which provide as follows:

Section 1542: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CRED-ITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Section 20-7-11: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Plaintiff and Releasors understand and acknowledge the significance of these waivers of Section 1542 and Section 20-7-11 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and Releasors acknowledge that they are aware that they may hereafter learn facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- 14.2. Plaintiff and Releasors agree and covenant, and each Releasor will be deemed to have agreed and covenanted, not to sue the Released Party with respect to any of the Released Claims, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.
- 14.3. The Releasors 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 this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasors expressly assume the risk, they freely and voluntarily give the release as set forth herein.

15. Exclusive Remedy:

- 15.1. The relief included in this Agreement is the exclusive remedy of recovery for the Released Claims.

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16. Attorneys' Fees, Costs, Expenses, and Incentive Award:

- 16.1. Class Counsel will submit to the Court a request for attorneys' fees in the amount of \$3,000,000 to be paid from the Settlement Fund.
- 16.2. Class Counsel will submit to the Court a request for reimbursement of reasonable litigation costs and expenses not to exceed \$25,000 to be paid from the Settlement Fund.
- 16.3. Plaintiff will submit to the Court a request for an incentive award not to exceed \$10,000 to be paid from the Settlement Fund.
- 16.4. The Court's order regarding Class Counsel's request for attorneys' fees, costs, and expenses, and Plaintiff's request for an incentive award, will not affect the finality of the Settlement.
- 16.5. In the event that the Court declines Class Counsel's request for attorneys' fees, costs, and expenses, or Plaintiff's request for an incentive award, or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the parties.

17. No Admission of Liability:

- 17.1. This Agreement and all related communications are for settlement purposes only and will not be construed or deemed to be evidence of an admission or concession by Defendant with respect to any claim, fault, liability, wrongdoing, or damage whatsoever and will not be construed or deemed to be evidence of any admission of any claim, fault, liability, wrongdoing, or damage or that any person or entity is entitled to relief. Defendant expressly denies all charges of wrongdoing or liability against Defendant arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Lawsuit, and Defendant continues to believe the claims asserted against Defendant in the Lawsuit are without merit. Nothing in this Settlement Agreement will be construed as an admission by Defendant in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, including, without limitation, that Defendant has engaged in any conduct or practices that violate any federal statute or other law. This Agreement shall not be admissible for any purpose except settlement or in an action to enforce the terms of this Agreement.

18. Representations and Warranty:

- 18.1. Class Counsel believes that the Settlement is in the best interests of the Settlement Class Members.

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- 18.2. Plaintiff warrants that on the date this Agreement is executed, she owns the claims that she asserts in connection with this matter, and that she has not assigned, pledged, sold or otherwise transferred her claims (or an interest in such claims), and that on the Finality Date she will own her claims free and clear of any and all liens, claims, charges, security interests or other encumbrances of any nature whatsoever, except for any contingent legal fees and expenses.
- 18.3. Each party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the releases contained herein, received legal advice with respect to the advisability of entering this Agreement and the releases, and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the releases. Each party to this Agreement warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

19. Appeals:

- 19.1. If a Settlement Class Member appeals the Final Order and Judgment, Plaintiff and Defendant agree to support the Settlement on appeal.
- 19.2. Nothing contained in this Agreement is intended to preclude Plaintiff, Defendant, or Class Counsel, from appealing any order inconsistent with this Agreement.

20. Distribution of the Settlement Fund:

- 20.1. Within thirty days of the Finality Date, the Claims Administrator will mail a settlement check to each Settlement Class Member who submitted an Approved Claim Form.
- 20.2. Within five days of the Finality Date, the Claims Administrator will pay to Plaintiff from the Settlement Fund the incentive award approved by the Court.
- 20.3. Within five days of the Finality Date, the Claims Administrator will pay to Class Counsel from the Settlement Fund the attorneys' fees, costs, and expenses approved by the Court.
- 20.4. If any money remains in the non-reversionary Settlement Fund after the date that all initial settlement checks are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), and if the amount that remains is sufficient to issue second checks of at least \$5.00 to each Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a distribution, the Claims Administrator will mail a second settlement check, calculated on a *pro rata* basis considering the remaining amount of the non-reversionary Settlement Fund, to each Settlement Class Member who cashed an initial settlement check.

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- 20.5. If any money remains in the Settlement Fund after the date that all settlement checks (*i.e.*, initial settlement checks, and if applicable, second settlement checks) are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash), this amount will be paid as a *cy pres* award to Financial Beginnings subject to the Court's approval.

21. Taxes:

- 21.1. Plaintiff and Defendant agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Claims Administrator will timely make elections as necessary or advisable to carry out required duties including, if necessary, the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. These elections will be made in compliance with the procedures and requirements contained in applicable Treasury Regulations promulgated under the Code. It is the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- 21.2. For the purpose of Section 468B of the Code and the Treasury Regulations thereunder, the Claims Administrator will be designated as the “administrator” of the Settlement Fund. The Claims Administrator will cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the non-reversionary Settlement Fund (including, without limitation, tax returns described in Treas. Reg. § 1.468B-2(k)). These returns will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the non-reversionary Settlement Fund are to be paid out of the Settlement Fund.
- 21.3. All taxes arising in connection with income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, will be paid by the Claims Administrator from the Settlement Fund.
- 21.4. Any person or entity that receives a distribution from the Settlement Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. These taxes and tax-related expenses will not be paid from the Settlement Fund.
- 21.5. In no event will Defendant have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiff, Settlement Class Members, Class Counsel or any other person or entity. All such taxes and tax-related expenses will be paid out of the Settlement Fund.

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- 21.6. Defendant will timely deliver to the Claims Administrator a “Section 1.468B-3 Statement” (as provided in Treas. Reg Section 1.468B-3(e)) with respect to any transfers made to the Settlement Fund.
- 21.7. The Claims Administrator will engage in reporting to the Internal Revenue Service and such other state and local taxing authorities as may be required by law. The parties acknowledge that the Claims Administrator will comply with all withholding obligations as required under the applicable provisions of the Internal Revenue Code and such other state and local laws as may be applicable, and the regulations promulgated thereunder. In addition, the Claims Administrator will be obligated to withhold from distribution to any Settlement Class Member any funds necessary to pay such amounts including the establishment of adequate reserves for any taxes and tax-related expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). The Parties agree to cooperate with the Claims Administrator, each other, and their attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.
- 21.8. Defendant makes no representation to Plaintiff, Settlement Class Members, Class Counsel or any other person or entity regarding the appropriate tax treatment of the Settlement Fund, income earned on the Settlement Fund, or any distribution taken from the Settlement Fund.
- 21.9. The parties agree that payments made to the Settlement Fund are compensatory only and not payments made to satisfy any fines, penalties, punitive damages, or prejudgment interest nor are such payments “to, or at the direction of, a government or governmental entity in relation to the violation of any law or the investigation or inquiry by such government or entity into the potential violation of any law” within the meaning of Section 162(f) of the Code.

22. Stay:

- 22.1. Plaintiff and Defendant stipulate that all proceedings in connection with this matter should be stayed until the Court issues its decision regarding final approval of the Settlement.
- 22.2. The stipulated stay of proceedings will not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve preliminary and final approval of the Settlement.

23. Miscellaneous Provisions:

- 23.1. This Agreement is the entire agreement between Plaintiff and Defendant. All antecedent and contemporaneous extrinsic representations, warranties, or collateral provisions concerning the negotiation and preparation of this Agreement are intended to be discharged and nullified.

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- 23.2. Neither Plaintiff nor Defendant may modify this Agreement, except by a writing that Plaintiff and Defendant execute and that the Court approves.
- 23.3. All notices required by this Agreement, between Plaintiff, Defendant, Class Counsel, and counsel for Defendant, must be sent by first class U.S. mail, by hand delivery, or by electronic mail, to:

Aaron D. Radbil
Greenwald Davidson Radbil PLLC
5550 Glades Road
Suite 500
Boca Raton, Florida 33431
aradbil@gdrlawfirm.com

(counsel for Plaintiff and the Settlement Class)

Genevieve Walser-Jolly
Womble Bond Dickinson (US) LLP
400 Spectrum Center Drive
Suite 1700
Irvine, California 92618
Genevieve.Walser-Jolly@wbd-us.com

(counsel for Defendant)

- 23.4. Section headings in this Agreement are for convenience and reference only, and are not to be taken to be a part of the provisions of this Agreement, and do not control or affect meanings, constructions or the provisions of this Agreement.
- 23.5. Plaintiff and Defendant will exercise their best efforts, take all steps, and expend all efforts that may become necessary to effectuate this Agreement.
- 23.6. Plaintiff and Defendant drafted this Agreement equally, and it should not be construed strictly against Plaintiff or Defendant.
- 23.7. This Agreement binds successors and assigns of the parties.
- 23.8. Plaintiff, Defendant, Class Counsel, and counsel for Defendant, may sign this Agreement in counterparts, and by electronic signature, and the separate signature pages may be combined to create a binding document, which constitutes one instrument.
- 23.9. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision will be separable and will not limit or affect the validity, legality,

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or enforceability of any other provision, hereunder. Provided, however, that the terms of this section will not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid.

- 23.10. A waiver by one party of any provision or breach of this Agreement by any other party will not constitute a waiver of any other provision or breach of this Agreement.
- 23.11. This Agreement is made and entered into within and will be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Oregon, without regard to the principles of conflicts of laws.
- 23.12. This Court will retain continuing and exclusive jurisdiction over the parties to this Agreement, including the Plaintiff and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.
- 23.13. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of the parties and as approved by the Court, without notice to Settlement Class Members. The parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

24. Termination:

- 24.1. If any of the conditions set forth below occurs and either (a) Plaintiff or (b) Defendant gives notice that such party or parties wish to withdraw from this Agreement (subject to the terms below and herein), then this Agreement will terminate and be null and void, and the parties will be returned to the *status quo ante* as if no Settlement had been negotiated or entered into:
 - (a) The Court rejects or declines to preliminarily or finally approve this Agreement, after all reasonable efforts are made to obtain preliminary or final approval;
 - (b) Any objections to the proposed Settlement are sustained, which results in changes to the Settlement described in this Agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing party of a benefit of the Settlement);
 - (c) The Final Order and Judgment of the Settlement described in this Agreement results in changes that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing party of a benefit of the Settlement);

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- (d) More than 1,000 of the Settlement Class Members exclude themselves from the Settlement described in this Agreement, as set out in Section 12; or
 - (e) The Final Order and Judgment of the Settlement described in this Agreement is (i) substantially modified by an appellate court and the withdrawing party deems any such modification in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing party of a benefit of the Settlement) or (ii) reversed by an appellate court.
- 24.2. Prior to termination, Plaintiff and Defendant must negotiate in good faith to modify the terms of this Agreement in order to revive the Settlement.
- 24.3. If either Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement will be of no force and effect, and the parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to Defendant.
- 24.4. In the event that the Agreement is not approved, or is terminated, canceled, or fails to become effective for any reason, the money remaining in the Settlement Fund, less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, will be returned to Defendant within sixty days of the event that causes the Agreement to not become effective.

25. Federal Rule of Evidence 408:

- 25.1. The Parties specifically acknowledge and agree that this Settlement, along with all related drafts, conversations, negotiations and correspondence, shall be considered a compromise within the meaning of Federal Rule of Evidence Rule 408, and any equivalent rule of evidence or procedure of any state, and shall not (i) constitute, be construed, be offered, or be received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Lawsuit, or in any other pending or subsequently filed action, arbitration or other proceeding, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (ii) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
- 25.2. The Parties agree that this Settlement is not intended to be, nor shall it in fact be, admissible, discoverable, or relevant in any case or other proceeding against the Defendant as evidence of any obligation that any party hereto has or may have to anyone, except with regard to the obligations and rights under the Settlement.
- 25.3. The provisions of this Settlement may be offered or received in evidence solely (i) to enforce the terms and provisions hereof, (ii) as may be specifically authorized by a court of competent jurisdiction after a hearing upon application of a Party hereto, (iii)

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in order to establish payment, prior payment for a claimed loss, setoff, counterclaim or an affirmative defense in a subsequent case, including 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, (iv) in connection with any motion to dismiss, enjoin or stay a Released Claim, or (v) to obtain Court approval of the Settlement.

26. Survival:

- 26.1. The Settlement will be unaffected by any subsequent change in law regarding the TCPA, its interpretation, and its application, whether from Congress, the Federal Communications Commission, the Consumer Financial Protection Bureau, any other agency, courts, or otherwise.

27. Dismissal:

- 27.1. The Final Order and Judgment submitted to the Court will include a provision dismissing this Lawsuit with prejudice.

28. Signatures: *(See following page).*

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Alexis Seals

Date

Alexis Seals
Alexis Seals (Jun 29, 2026 10:37:03 CDT)

06/29/2026

Aaron D. Radbil
Counsel for Alexis Seals

Date

Concora Credit Inc.

Date

Genevieve Walser-Jolly
Counsel for Concora Credit Inc.

Date

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Alexis Seals

Date

Aaron D. Radbil
Counsel for Alexis Seals

Date

Aaron Radbil

6/29/2026

Concora Credit Inc.

Date

Genevieve Walser-Jolly
Counsel for Concora Credit Inc.

Date

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Alexis Seals

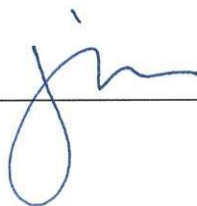
Date

Aaron D. Radbil
Counsel for Alexis Seals

Date

Concora Credit Inc.

Date



6/29/2026

Genevieve Walser-Jolly
Counsel for Concora Credit Inc.

Date



June 29, 2026
