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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 ROBERT FEEMAN and BRADLEY
12 BAILEY, individually and on behalf
13 of all others similarly situated,

14 Plaintiffs,
15 v.

16 ALBERT CORPORATION, and
17 ALBERT CASH, LLC,

18 Defendants.

19 Case No. 2:25-cv-03605-MWC-BFM
20 **CLASS ACTION SETTLEMENT**
21 **AGREEMENT AND RELEASE**

1 This Class Action Settlement Agreement and Release (“Settlement” or
2 “Agreement”) is entered into by Plaintiffs Robert Feeman and Bradley Bailey
3 (“Plaintiffs”), individually and as putative representatives of the Settlement Class
4 defined herein, and Defendants Albert Corporation and Albert Cash, LLC
5 (“Defendants” or “Albert,” and collectively with Plaintiffs, the “Parties”). The Parties
6 agree to the following terms in full settlement of the action titled *Robert Feeman, et*
7 *al. v. Albert Corporation, et al.*, Case No. 2:25-cv-03605-MWC-BFM (C.D. Cal.) (the
8 “Action”), subject to Final Approval, as defined below, by the United States District
9 Court for the Central District of California (the “Court”).

10 **I. RECITALS**

11 The following recitals are material terms of this Settlement, and all terms are
12 used as defined in Section II below, except as otherwise defined herein. This
13 Settlement is made in contemplation of the following facts and circumstances:

14 **WHEREAS**, on March 25, 2025, Plaintiff Feeman filed a putative class action
15 complaint in the Superior Court of California, Los Angeles County, captioned
16 *Feeman v. Albert Corporation, et al.*, No. 25STCV08658, asserting claims for
17 violations of the Military Lending Act, 10 U.S.C. § 987, *et seq.* (“MLA”) and the
18 Truth in Lending Act, 15 U.S.C. § 1638 (“TILA”).

19 **WHEREAS**, Defendants filed an Answer in the Superior Court on
20 April 23, 2025. Dkt. No. 1-11. After answering, Defendants removed this Action to
21 the United States District Court for the Central District of California, where it was
22 assigned case number 2:25-cv-03605-MWC-BFM.

23 **WHEREAS**, on May 13, 2025, Plaintiffs filed an Amended Complaint (the
24 “Complaint”), which added Plaintiff Bailey as a named plaintiff and a claim for
25 violation of the Georgia Payday Lending Act (“PLA”), O.C.G.A. §§ 16-17-2, *et seq.*
26 See Dkt. No. 16.

27 **WHEREAS**, on June 6, 2025, Defendants filed a Motion to Compel
28 Arbitration and Stay Litigation. Dkt. No. 22. Plaintiffs filed their opposition on July

1 11, 2025 (Dkt. No. 32), and Defendants filed their reply on July 18, 2025 (Dkt. No.
2 33).

3 **WHEREAS**, on August 11, 2025, the Court, on its own motion, ordered the
4 Parties to file supplemental briefing on the issue of whether the at-issue Albert Instant
5 transactions constitute the “extension of consumer credit” under the MLA, and the
6 appropriate standard of review the Court should apply in making such a
7 determination. Dkt No. 37.

8 **WHEREAS**, On September 23, 2025, the Parties attended a mediation session
9 before Niki Mendoza of Phillips ADR Enterprises. At the end of a full-day mediation
10 session, the Parties reached an agreement in principle and executed a settlement term
11 sheet.

12 **WHEREAS**, following the mediation session, the Parties negotiated the details
13 of this Agreement in good faith.

14 **WHEREAS**, the Parties now agree to settle the Action in its entirety, without
15 any admission of liability, with respect to all Released Claims, Releasees, and
16 Released Parties. Defendants have entered into this Agreement to resolve any and all
17 controversies and disputes (directly or indirectly) arising out of or relating to the
18 Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its
19 business operations associated with further litigation.

20 **WHEREAS**, Defendants do not in any way acknowledge, admit to, or concede
21 any of the claims and allegations made in the Complaint, and expressly disclaim and
22 deny any fault and liability, and any allegations of wrongdoing that have been or could
23 have been asserted in the Complaint. Nothing contained in this Agreement shall be
24 used or construed as an admission of liability, and this Agreement shall not be offered
25 or received in evidence in any action or proceeding in any court or other forum as an
26 admission or concession of liability or wrongdoing of any nature or for any other
27 purpose other than to enforce the terms of this Agreement.

28 **WHEREAS**, Plaintiffs have entered into this Agreement to liquidate and

1 recover on the claims asserted in the Complaint, and to avoid the risk, delay, and
2 uncertainty of continued litigation.

3 **WHEREAS**, The Parties intend this Agreement to bind Plaintiffs, Defendants
4 and all Settlement Class Members who do not timely and validly request to opt-out.

5 **NOW THEREFORE**, in consideration of the promises and agreements set
6 forth herein, it is hereby agreed, subject to the Court's approval, that each and every
7 claim that has been alleged, or could have been alleged, shall be fully and finally
8 settled and compromised and dismissed with prejudice, and shall be fully discharged
9 and released, upon and subject to the following terms and conditions:

10 **II. DEFINITIONS**

11 In addition to terms defined at various points within this Agreement, the
12 following defined terms apply throughout this Agreement:

13 1. “Action” means *Feeman, et al., v. Albert Corporation, et al.*, 2:25-cv-
14 03605-MWC-BFM (C.D. Cal.).

15 2. “Agreement” means the settlement of the Action by the Parties and the
16 terms thereof contemplated by this Class Action Settlement Agreement and Release.

17 3. “Albert” means Defendants Albert Corporation and Albert Cash, LLC.

18 4. “Albert Instant” means the cash advance product offered by Defendants
19 since December 1, 2024 that is at issue in this Action.

20 5. “Class Counsel” means Jacobson Phillips, PLLC and Carney Bates &
21 Pulliam, PLLC.

22 6. “Class List” means the electronic list to be produced by Defendants from
23 their records no later than 21 days after Preliminary Approval that includes the names,
24 email addresses, and mailing addresses, to the extent available, belonging to persons
25 within the Settlement Class.

26 7. “Class Period” means the period from December 1, 2024, through the
27 date of an order granting preliminary approval.

1 8. “Complaint” means the First Amended Complaint filed in the Action on
2 May 13, 2025.

3 9. “Court” means the United States District Court for the Central District
4 Court of California.

5 10. “Defendants’ Counsel” means O’Melveny & Myers LLP.

6 11. “Digital Notice” means the form of notice that shall be made via the
7 messaging function of the Albert application in the form attached as Exhibit █.

8 12. “Effective Date” means when the last of the following has occurred: (1)
9 the day following the expiration of the deadline for appealing Final Approval if no
10 timely appeal is filed, or (2) if an appeal of Final Approval is taken, the date upon
11 which all appeals (including any requests for rehearing or other appellate review), as
12 well as all further appeals therefrom (including all petitions for certiorari) have been
13 finally resolved with an affirmation of the Final Approval Order, and the deadline for
14 taking any further appeals has expired such that no future appeal is possible; or (3)
15 such date as the Parties otherwise agree in writing.

16 13. “Email Notice” means the form of notice that shall be made via email to
17 the email addresses of Settlement Class Members as provided in the Class List in the
18 form attached as Exhibit █.

19 14. “Escrow Account” means the non-interest-bearing account to be
20 established by the Settlement Administrator consistent with the terms and conditions
21 described below.

22 15. “Final Approval” means entry of the Final Approval Order. A proposed
23 Final Approval Order, in a form agreed upon by the Parties, will be submitted to the
24 Court prior to the Final Approval Hearing.

25 16. “Final Approval Hearing” means the hearing at or after which the Court
26 shall determine (i) whether to finally approve this Settlement Agreement as fair,
27 reasonable, and adequate, and (ii) whether, and in what amount, to approve Class
28

1 Counsel's request for attorneys' fees and expenses, and a Service Award to each of
2 the Plaintiffs as the Settlement Class representatives.

3 17. "Long Form Notice" means the form of notice that shall be posted on the
4 Settlement Website and shall be available to Settlement Class Members by mail upon
5 request made to the Settlement Administrator in the form attached as Exhibit ____.

6 18. "Net Settlement Fund" means the Settlement Amount minus: (i) payment
7 of any Court-ordered award of Class Counsel's attorneys' fees and litigation
8 expenses; (ii) payment of any Court-ordered Service Awards to Plaintiffs; (iii)
9 payment of any Settlement Administrator fees, charges, and expenses in connection
10 with the Settlement Administrator's duties described herein; (iv) payment of any taxes
11 as set forth herein; and (v) payment of any other fees, costs and expenses not
12 specifically enumerated, subject to approval of Class Counsel, Defendants' Counsel
13 and the Court.

14 19. "Notice" means the notice of this proposed Settlement and the Final
15 Approval Hearing, which is to be sent to the Settlement Class substantially in the
16 manner set forth in this Agreement in Section VI.

17 20. "Notice Date" means the date by which the Notice Program is
18 commenced.

19 21. "Notice Program" means the methods provided for in this Agreement for
20 giving Notice and consists of Digital Notice, Email Notice, Postcard Notice, and Long
21 Form Notice substantially in the forms attached hereto as Exhibits ____ - ____.

22 22. "Objection Deadline" means thirty (30) calendar days after the Notice
23 Date (or other date as ordered by the Court)

24 23. "Opt-Out Deadline" means thirty (30) calendar days after the Notice
25 Date (or other date as ordered by the Court).

26 24. "Parties" means Plaintiffs Robert Feeman and Bradley Bailey,
27 individually and as putative representatives of the Settlement Class, and Defendants
28 Albert Corporation and Albert Cash, LLC.

1 25. “Plaintiffs” means Robert Feeman and Bradley Bailey, individually and
2 as putative representatives of the Settlement Class.

3 26. “Postcard Notice” means the form of notice that shall be made via first-
4 class U.S. mail in the form attached as Exhibit .

5 27. “Preliminary Approval” means entry of the Preliminary Approval Order.

6 28. “Preliminary Approval Order” means the document attached as Exhibit
7 .

8 29. “Qualified Settlement Fund” shall have the meaning set forth in United
9 States Treasury Reg. § 1.468B-1.

10 30. “Released Claims” means all claims released by this Agreement as
11 specified in Section XI.

12 31. “Releases” means all of the releases contained in Section XI of this
13 Agreement.

14 32. “Released Parties” means those persons and entities released in Section
15 XI of this Agreement.

16 33. “Releasors” means Plaintiffs and all Settlement Class Members, and
17 each of their respective heirs, assigns, beneficiaries and successors.

18 34. “Request for Exclusion” means the submission available to all
19 Settlement Class Members to opt out of the Settlement Class as specified in Section
20 VI.

21 35. “Service Award(s)” means any court-approved payment to Plaintiffs as
22 the Settlement Class representatives, separate and apart from any payment due
23 Plaintiffs as Settlement Class Members.

24 36. “Settlement” means the settlement of the Action by the Parties and the
25 terms thereof contemplated by this Agreement.

26 37. “Settlement Administrator” is Simpluris, Inc.

27 38. “Settlement Class” means all Albert Instant customers who from
28 December 1, 2024, through the date an order granting preliminary approval is entered

1 received any Albert Instant advance in connection with which they paid a transfer fee
2 and were active-duty servicemembers or were spouses or eligible dependents of such
3 servicemembers at the time they took such Albert Instant advance. Excluded from the
4 Settlement Class are: (i) Defendants, and their parents, subsidiaries, affiliates, and
5 directors; (ii) all Settlement Class Members who make a timely election to be
6 excluded; and (iii) all judges assigned to this litigation and their immediate family
7 members.

8 39. “Settlement Class Member” means a person eligible to participate in the
9 Settlement Class.

10 40. “Settlement Fund” means the amount of five million two hundred
11 thousand dollars (\$5,200,000.00) to be paid by Defendants under the terms of this
12 Agreement.

13 41. “Settlement Website” means the website that the Settlement
14 Administrator will establish as a means for Settlement Class Members to obtain notice
15 of and information about the Settlement, through and including hyperlinked access to
16 this Agreement, the Long Form Notice, Preliminary Approval Order, and such other
17 documents as the Parties agree to post or that the Court orders posted on the website.

18 42. “Taxes” means federal or state income taxes, including any estimated
19 taxes, and any interest or penalties relating to them as specified in Section III.

20 **III. SETTLEMENT BENEFITS**

21 43. In exchange for the mutual promises and covenants in this Agreement,
22 including, without limitation, the Releases set forth in Section XI and the dismissal of
23 the Action with prejudice upon Final Approval, Defendants agree to establish the
24 Settlement Fund of \$5,200,000.00.

25 44. The Settlement Fund shall be used for the following purposes:

26 a. All payments to Settlement Class Members;

27 b. Payment of any Court-ordered award of Class Counsel’s
28 attorneys’ fees, costs, and expenses pursuant to Section XII(A) hereof;

c. Payment of any Court-ordered Service Awards to Plaintiffs pursuant to Section XII(B) hereof;

d. Payment of any Settlement Administrator fees, charges, and expenses in connection with the Settlement Administrator's duties described in Section V hereof;

e. Payment of any Taxes as set forth in Paragraph 47; and

f. Payment of any other fees, costs and expenses not specifically enumerated in subparagraphs (a) through (e) of this paragraph, subject to approval of Class Counsel, Defendants' Counsel and the Court.

10 45. In no event shall Defendants be required to pay more than the amount of
11 the Settlement Fund (i.e. \$5,200,000.00) in connection with this Settlement. No
12 portion of the Settlement Fund shall revert to Defendants, except if and where the
13 Settlement is terminated pursuant to Section X.

14 46. Within fourteen (14) calendar days of Preliminary Approval, Defendants
15 shall fund the Escrow Account with funds sufficient for the Settlement Administrator
16 to effectuate Notice to Settlement Class Members. Within fourteen (14) calendar days
17 of the Effective Date, Defendants shall deposit into the Escrow Account the remainder
18 of the Settlement Amount not already funded pursuant to the preceding sentence.

19 47. The funds in the Escrow Account shall be deemed a “qualified settlement
20 fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times
21 starting with creation of the Escrow Account. All taxes (including any estimated
22 taxes, and any interest or penalties relating to them) arising with respect to the income
23 earned by the Escrow Account for any period during which the Escrow Account does
24 not qualify as a “qualified settlement fund” for the purpose of federal or state income
25 taxes or otherwise (collectively “Taxes”), shall be paid out of the Escrow Account.
26 Defendants, Defendants’ Counsel, Plaintiffs and Class Counsel shall have no liability
27 or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold

1 Defendants, Defendants' Counsel, Plaintiffs and Class Counsel harmless for all Taxes
2 (including, without limitation, Taxes payable by reason of any such indemnification).

3 48. In addition to establishing the Settlement Fund, Defendants agree,
4 beginning on or before September 30, 2025, to adopt practices designed to refrain
5 from assessing transfer fees on direct transfers of Albert Instant advances to active-
6 duty service members or eligible dependents under the Military Lending Act, for a
7 period of two (2) years, or until September 30, 2027.

8 **IV. PRELIMINARY APPROVAL**

9 49. Upon execution of this Agreement by the Parties, Class Counsel shall
10 promptly move the Court for Preliminary Approval. The proposed Preliminary
11 Approval Order shall be attached to the motion, or otherwise filed with the Court, and
12 shall be in a form attached hereto as Exhibit .

13 50. The motion for Preliminary Approval shall, among other things, request
14 that the Court: (i) preliminarily approve the terms of the Settlement as being within
15 the range of what is fair, adequate, and reasonable; (ii) find that it will be likely to
16 certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23, for
17 settlement purposes only; (iii) appoint Plaintiffs as the representatives of the
18 Settlement Class; (iv) approve the Notice Program described herein and approve the
19 form and content of the Notices; (v) approve the procedures set forth herein for
20 Settlement Class Members to exclude themselves from the Settlement or to object to
21 the Settlement; (vi) stay the Action pending Final Approval of the Settlement; and
22 (vii) schedule a Final Approval Hearing for a time and date mutually convenient for
23 the Court, Class Counsel and Defendants' Counsel, at which the Court will conduct
24 an inquiry into the fairness, reasonableness and adequacy of the Settlement, and
25 determine whether to approve the Settlement and Class Counsel's application for
26 attorneys' fees and litigation expenses and for a Service Award to each of the
27 Plaintiffs.

1 51. The Parties further agree that in the motion seeking Preliminary
2 Approval, Plaintiffs will request that the Court enter the proposed order attached
3 hereto as Exhibit [REDACTED].

4 **V. SETTLEMENT ADMINISTRATOR**

5 52. The Settlement Administrator shall administer various aspects of the
6 Settlement as described below and perform such other functions assigned to the
7 Settlement Administrator elsewhere in this Agreement, including, but not limited to:
8 effectuating the Notice Program pursuant to Section VI below and distributing the
9 Settlement Fund as provided herein. Class Counsel, in consultation with Defendants'
10 Counsel, shall supervise and oversee the Settlement Administrator.

11 53. Settlement Administrator fees, charges and expenses shall be paid from
12 the Escrow Account within thirty (30) calendar days of Class Counsel's and
13 Defendants' Counsel's receipt and approval of an invoice from the Settlement
14 Administrator. Because the Notice and Settlement administration costs are being paid
15 from the Settlement Fund, payments to the Settlement Administrator shall not be
16 conditioned on Final Approval.

17 54. The duties of the Settlement Administrator, in addition to other
18 responsibilities that are described in this Agreement, are as follows:

19 a. Obtain from Defendants the names, email addresses, and mailing
20 addresses (to the extent reasonably available) for persons in the Settlement
21 Class, and, to the extent necessary, verify and update the addresses received
22 through the National Change of Address database for the purpose of mailing
23 Notice, and mailing distribution checks to Settlement Class Members;

24 b. Establish and maintain a Post Office Box for requests for
25 exclusion from Settlement Class Members;

26 c. Establish and maintain the Settlement Website;

27 d. Establish and maintain an automated toll-free telephone line for
28 persons in the Settlement Class to call for information on the Settlement (except

1 that the Settlement Administrator shall not give, and shall not be expected to
2 give, legal advice);

3 e. Respond to any mailed inquiries from persons in the Settlement
4 Class;

5 f. Process all requests for exclusion from persons in the Settlement
6 Class;

7 g. Provide weekly reports and a final report to Class Counsel and
8 Defendants' Counsel that summarize the number of requests for exclusion
9 received that week, the total number of exclusion requests received to date and
10 other pertinent information;

11 h. At Class Counsel's request in advance of the Final Approval
12 Hearing, prepare an affidavit to submit to the Court that identifies each
13 Settlement Class Member who timely and properly requested exclusion from
14 the Settlement Class;

15 i. Process and transmit distributions to Settlement Class Members
16 from the Net Settlement Fund;

17 j. Perform all tax-related services for the Escrow Account as
18 provided herein;

19 k. Perform any other Settlement-administration-related function at
20 the instruction of Class Counsel and Defendants' Counsel; and

21 l. Pay invoices, expenses and costs upon approval by Class Counsel
22 and Defendants' Counsel, as provided in this Agreement.

23 **VI. NOTICE TO THE SETTLEMENT CLASS**

24 55. No later than twenty-one (21) days after Preliminary Approval,
25 Defendants shall produce an electronic list from their records that includes the names,
26 email addresses, and mailing addresses, to the extent available, belonging to persons
27 within the Settlement Class (the "Class List"). Defendants represent that the Class
28 List shall identify the email addresses and mailing addresses that were provided to

1 Defendants by Settlement Class Members. Class Counsel's assent to this Agreement
2 shall constitute consent on behalf of the Settlement Class to disclose this information.
3 The Class List shall be provided to the Settlement Administrator. Neither the
4 Settlement Administrator nor Class Counsel shall use the Class List, or any
5 information contained within it, for any other purposes other than administering the
6 Settlement, and both the Settlement Administrator and Class Counsel shall take
7 reasonable measures to protect the information from any third-party disclosure.

8 56. No later than forty-five (45) days after Preliminary Approval, the
9 Settlement Administrator shall implement the Notice Program outlined herein, using
10 the forms of Notice approved by the Court in the Preliminary Approval Order.

11 57. All Settlement Class Members shall be given the opportunity to opt out
12 of the Settlement Class by submitting a "Request for Exclusion." All Requests for
13 Exclusion must be in writing, sent to the Settlement Administrator and postmarked
14 no later than the Opt-Out Deadline. To be valid, a Request for Exclusion must be sent
15 to the Settlement Administrator, postmarked no later than the Opt-Out Deadline, and
16 personally signed by the Settlement Class Member, and must include: (1) the
17 individual's name, address, and telephone number; and (2) a statement substantially
18 to the effect that: "I request to be excluded from the Settlement Class in *Feeman, et*
19 *al., v. Albert Corporation*, 2:25-cv-03605-MWC-BFM (C.D. Cal.)." Notwithstanding
20 the foregoing, no person within the Settlement Class, nor any person acting on behalf
21 of or in concert or participation with that person, may submit a Request for Exclusion
22 of any other person within the Settlement Class.

23 58. The Settlement Administrator will, within five (5) business days of
24 receiving any Request for Exclusion, provide counsel for the Parties with a copy of
25 the Request for Exclusion. Further, the Settlement Administrator will, no later than
26 seven (7) calendar days after the Opt-Out Deadline, provide the Parties with a list of
27 all persons who timely submitted Requests for Exclusion. The Settlement Class will
28

1 not include any individuals who send timely and valid Requests for Exclusion, and
2 such individuals are not entitled to receive any relief under this Settlement.

3 59. The Notice shall also include a procedure for Settlement Class Members
4 to object to the Settlement and/or to Class Counsel's application for attorneys' fees,
5 litigation expenses and for Service Awards to the Plaintiffs. Objections must be filed
6 with the Clerk of the Court by the Objection Date, and mailed to Class Counsel and
7 Defendants' Counsel. For an objection to be considered by the Court, the objection
8 must be postmarked no later than the Objection Deadline, as specified in the Notice,
9 and must also:

- 10 a. State the name of the Action (*Feeman, et al., v. Albert*
11 *Corporation, 2:25-cv-03605-MWC-BFM* (C.D. Cal.));
- 12 b. Include the objector's full name, address and telephone number;
- 13 c. State all factual and legal grounds for the objection, accompanied
14 by any legal support for the objection known to the objector or his or her
15 counsel;
- 16 d. Identify the number of times in which the objector has objected to
17 a class action settlement within the five years preceding the date that the
18 objector has made such objection, and include a copy of any orders or opinions
19 related to or ruling upon the objector's prior such objections that were issued
20 by the trial and appellate courts in each listed case;
- 21 e. Identify all counsel representing the objector;
- 22 f. List all persons who will be called to testify at the Final Approval
23 Hearing in support of the objection;
- 24 g. Include a statement regarding whether the objector or his or her
25 counsel intends to personally appear and/or testify at the Final Approval
26 Hearing; and
- 27 h. Include the objector's signature (an attorney's signature is not
28 sufficient).

1 60. The Notice Plan shall consist of the following:

2 a. Digital Notice via the Albert application for all Settlement Class
3 Members who are current users of the Albert application;

4 b. Email Notice to Settlement Class Members for whom Defendants
5 have email addresses;

6 c. Postcard Notice to Settlement Class Members who are not current
7 users of the Albert application for whom Email Notice is not sent because email
8 addresses are not available in the Class List; and

9 d. Long Form Notice posted to the Settlement Website.

10 61. For each Settlement Class Member for whom an attempted Email Notice
11 is returned or bounced back as undeliverable, the Settlement Administrator will mail,
12 via first-class mail, a Postcard Notice to the Settlement Class Member at the address
13 identified in the Class List. Before mailing the Postcard Notice, the Settlement
14 Administrator will verify and update the mailing addresses received through the
15 United States Postal Service's National Change of Address database to maximize
16 address accuracy.

17 62. The Settlement Administrator will perform reasonable address traces for
18 all Postcard Notices that are returned as undeliverable and will promptly re-mail a
19 Postcard Notice to those Settlement Class Members whose original postcards were
20 returned as undeliverable and whose new addresses were identified.

21 **VII. FINAL APPROVAL ORDER AND JUDGMENT**

22 63. Plaintiffs' motion for Preliminary Approval will include a request to
23 the Court for a scheduled date on which the Final Approval Hearing will occur.
24 Plaintiffs shall file their motion to Final Approval of the Settlement and their
25 application for attorneys' fees, costs and expenses and for Service Awards for
26 Plaintiffs no later than fourteen (14) calendar days prior to the Objection and Opt-
27 Out Deadlines. Plaintiffs shall file any supplemental briefing and respond to
28 objections, if any, within fourteen (14) calendar days before the Final Approval

1 Hearing. The Final Approval Hearing will be held at least ninety-six (96) calendar
2 days from Preliminary Approval or as so ordered by the Court. At the Final Approval
3 Hearing, the Court will hear argument on Plaintiffs' motion for Final Approval of
4 the Settlement, and on Class Counsel's application for attorneys' fees, litigation
5 expenses and for Service Awards for the Plaintiffs. In the Court's discretion, the
6 Court also will hear argument at the Final Approval Hearing from Settlement Class
7 Members (or their counsel) who objected to the Settlement or to the application for
8 attorneys' fees, litigation expenses or Service Awards, provided the objectors filed
9 valid and timely objections that meet all of the requirements listed herein.

10 64. The Court, at the Final Approval Hearing, will determine whether to
11 enter the Final Approval Order granting Final Approval of the Settlement, and
12 whether and in what amount to approve Class Counsel's request for attorneys' fees,
13 litigation expenses and Service Awards. A proposed Final Approval Order mutually
14 agreed to by the Parties will be submitted to the Court and shall, among other things:

- 15 a. Determine that the Settlement is fair, reasonable and adequate;
- 16 b. Finally certify the Settlement Class for settlement purposes only;
- 17 c. Determine that the Notice provided to Settlement Class Members
18 satisfies due process requirements;
- 19 d. Dismiss the Action with prejudice;
- 20 e. Bar and enjoin Plaintiffs and all Settlement Class Members from
21 asserting any of the Released Claims;
- 22 f. Release the Released Parties from the Released Claims, as set
23 forth herein; and
- 24 g. Reserve the Court's continuing and exclusive jurisdiction over the
25 Parties to this Agreement to administer, supervise, construe and
26 enforce this Agreement in accordance with its terms.

VIII. ALLOCATION OF THE NET SETTLEMENT FUND

65. Defendants shall tabulate the value of the transfer fees paid by each Settlement Class Member during the Class Period in connection with Albert Instant advances. The Settlement Administrator shall then determine the amount of distribution from the Net Settlement Fund to each Settlement Class Member on a pro rata basis, based on the dollar amount of the transfer fees the Settlement Class Member paid.

66. For purposes of issuance of settlement payments, the primary account holder along with any joint or co-holders shall be treated as one person. Any settlement checks for Settlement Class Members who are joint or co-holders shall be issued payable to only the primary account holder but shall be deemed to satisfy any rights or interest of any joint or co-owners of the account and shall be mailed to the last known address of the primary account holder.

IX. DISTRIBUTION OF NET SETTLEMENT FUND TO SETTLEMENT CLASS MEMBERS

67. Within forty-five (45) days after the Effective Date, the Settlement Administrator will distribute the Net Settlement Fund to the Settlement Class Members, consistent with Section VIII above.

68. All payments made pursuant to Paragraphs 65-66 shall be paid from the Net Settlement Fund. Payments will be made by check, in a form approved by Class Counsel and Defendants' Counsel. The checks will be cut and mailed by the Settlement Administrator, and will be sent to the addresses that the Settlement Administrator identifies as valid Settlement Class Member addresses. Checks shall be valid for one hundred twenty (120) calendar days. The Settlement Administrator will make reasonable efforts to locate the proper address for any Settlement Class Member whose check is returned by the Postal Service as undeliverable, and will re-mail it once to the updated address.

1 69. Within thirty (30) calendar days after the latest issued check is no longer
2 valid pursuant to Paragraph 68, any funds remaining in the Escrow Account shall be
3 disposed of in the following manner:

4 a. The Settlement Administrator shall distribute the remaining funds
5 on a pro rata basis in a second distribution (and if warranted a third distribution)
6 to Settlement Class Members who cashed or redeemed their initial settlement
7 payments, to the extent administratively feasible and economically reasonable
8 after deducting the costs of a redistribution which will be paid from the
9 Settlement Fund. Any second or third distribution will be made in the same
10 manner as the first distribution. In no event shall there be more than three total
11 distributions.

12 b. Following the redistributions, or if no redistribution is required to
13 be made, any remaining unclaimed settlement funds shall be distributed to
14 Operation Homefront as *cy pres* recipient.

15 c. Any residual *cy pres* distribution shall be paid as soon as
16 reasonably possible following the completion of distribution and
17 redistributions, if any, of funds to the Settlement Class Members.

18 **X. TERMINATION OF SETTLEMENT**

19 70. This Settlement may be terminated by either Defendants' Counsel or
20 Class Counsel by serving on counsel for the opposing Party and filing with the Court
21 a written notice of termination within ten (10) calendar days after any of the following
22 occurrences:

23 a. The Court rejects, materially modifies, materially amends or
24 changes, or declines to preliminarily or finally approve the Settlement;

25 b. An appellate court reverses the Final Approval Order, and the
26 Settlement is not reinstated without material change by the Court on remand;

27 c. Any court incorporates into, or deletes or strikes from, or
28 modifies, amends, or changes, the Preliminary Approval Order, Final Approval

1 Order, or the Settlement in a way that either Party reasonably considers
2 material;

3 d. The Effective Date does not occur as contemplated by this
4 Settlement Agreement; or

5 e. Any other ground for termination provided for elsewhere in this
6 Agreement.

7 71. If 5% or more of the Settlement Class Members opt out of the settlement
8 in accordance with this Agreement, Defendants shall have the option to terminate this
9 Agreement and the Settlement and will have no further obligations under the
10 Agreement unless Defendants waive in writing their right to terminate the Agreement
11 under this section.

12 72. In the event of a termination pursuant to this Section, this Agreement
13 shall be considered null and void; all obligations under the Settlement shall cease to
14 be of any force and effect; and the Parties shall return to the status quo ante in the
15 Action as if the Parties had not entered into this Agreement. In addition, in the event
16 of such a termination, all of the Parties' respective pre-Settlement claims and
17 defenses will be preserved, Defendants shall not be prejudiced in any way from
18 seeking to compel arbitration and opposing class certification in the Action, and
19 Plaintiffs shall not use anything in this Agreement, in any term sheet, or in the
20 Preliminary Approval Order or Final Approval Order to oppose arbitration, to
21 support a motion for class certification, or as evidence of any wrongdoing by
22 Defendants. Each Party reserves the right to prosecute or defend this Action in the
23 event that this Agreement does not become final and binding.

24 73. In the event of a termination pursuant to this Section, any funds remaining
25 in the Escrow Account shall be returned to Defendants within ten (10) calendar days
26 of termination, less any money that the Escrow Account has incurred as an obligation
27 to pay for administration-related costs and expenses.

1 74. In the event of a termination pursuant to this Section, any discussions,
2 offers, or negotiations associated with this Settlement shall not be discoverable or
3 offered into evidence or used in the Action or any other action or proceeding for any
4 purpose, without prejudice to Plaintiffs' right to seek discovery and class certification,
5 and Defendants' right to oppose such discovery and class certification. In such event,
6 all Parties to the Action shall stand in the same position as if this Agreement had not
7 been negotiated, made or filed with the Court.

8 **XI. RELEASES**

9 75. As of the Effective Date, Plaintiffs and all Settlement Class Members
10 who do not timely and validly opt-out of the Settlement (collectively, "Releasors")
11 release Defendants and each of their present, former, and future parents, predecessors,
12 successors, assigns, assignees, affiliates, conservators, divisions, departments,
13 subdivisions, owners, partners, principals, trustees, shareholders, joint ventures, co-
14 venturers, officers, and directors (whether acting in such capacity or individually),
15 attorneys, vendors, insurers, accountants, nominees, agents (alleged, apparent, or
16 actual), representatives, employees, contractors, lenders, managers, administrators,
17 and each person or entity acting or purporting to act for them or on their behalf
18 (collectively, "Released Parties") from any and all actions, causes of action, claims or
19 demands that have been or could have been asserted in any form by Releasors,
20 including but not limited to, statutory or regulatory violations, negligence, contract,
21 common law claims and any damages (including any compensatory damages, special
22 damages, consequential damages, punitive damages, statutory damages and/or
23 penalties, attorneys' fees, costs, and entitlement to equitable relief) proximately
24 caused thereby or attributable thereto, direct or indirect, whether or not currently
25 known, arising out of their use of the Albert Instant product between December 1,
26 2024, and the date the Court enters an order granting preliminary approval of the
27 Settlement.

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1 76. Releasors waive and release any and all provisions, rights, and benefits
2 conferred either: (i) by section 1542 of the California Civil Code; or (ii) by any law
3 of any state or territory of the United States, or principle of common law, which is
4 similar, comparable, or equivalent to section 1542 of the California Civil Code, with
5 respect to the claims released pursuant to Section XIV hereto. Section 1542 of the
6 California Civil Code reads:

7 **Section 1542. Certain claims not affected by general release.** A
8 general release does not extend to claims that the creditor or releasing
9 party does not know or suspect to exist in his or her favor at the time of
10 executing the release and that, if known by him or her, would have
11 materially affected his or her settlement with the debtor or released party.
12 Releasors may hereafter discover facts other than or different from those that they
13 know or believe to be true with respect to the subject matter of the claims released,
14 or the law applicable to such claims may change. Nonetheless, each Releasor
15 expressly agrees that, as of the Effective Date, he/she shall have automatically
16 and irrevocably waived and fully, finally and forever settled and released any known
17 or unknown, suspected or unsuspected, asserted or unasserted, liquidated or
18 unliquidated, contingent or non-contingent claims with respect to all of the matters
19 and conduct described in or subsumed by this Paragraph and Paragraph 75. Further,
20 Releasors agree and acknowledge that they shall be bound by this Agreement,
21 including by the releases contained herein, and that all of their claims in the Action
22 shall be dismissed with prejudice and released, whether or not such claims are
23 concealed or hidden; without regard to subsequent discovery of different or
24 additional facts and subsequent changes in the law; and even if they never receive
25 actual notice of the Settlement or never receive a distribution of funds or credits from
26 the Settlement.

27
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1 **XII. ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE**
2 **AWARDS**

3 **A. Class Counsel's Attorneys' Fees and Litigation Expenses**

4 77. Class Counsel shall file a motion with the Court for consideration at the
5 Final Approval Hearing seeking to be paid attorneys' fees of up to 25% of the
6 Settlement Fund plus reasonable litigation expenses, to be paid from the Settlement
7 Fund. The Parties agree not to appeal any award of attorneys' fees of up to 25% of
8 the Settlement Fund to Class Counsel.

9 78. Any award of attorneys' fees and litigation expenses to Class Counsel
10 shall be payable solely from the Escrow Account and taken from the Settlement Fund,
11 and is subject to Court approval. Notwithstanding anything herein, the Court's failure
12 to approve, in whole or in part, any award of attorneys' fees and/or expenses to Class
13 Counsel shall not prevent the Agreement from becoming effective, nor shall it be
14 grounds for termination. In the event the Court declines to approve, in whole or in
15 part, the payment of attorneys' fees and/or expenses to Class Counsel in the amounts
16 sought by Class Counsel, or at all, the remaining provisions of this Agreement shall
17 remain in full force and effect.

18 79. Within three (3) calendar days of the Defendants' funding of the
19 remainder of the Settlement Amount as set forth in Paragraph 46 herein, the
20 Settlement Administrator shall pay from the Escrow Account to Class Counsel all
21 Court-approved attorneys' fees and litigation expenses. Class Counsel shall furnish to
22 the Settlement Administrator any required tax information or forms before the
23 payment is made.

1 **B. Class Representatives' Service Awards**

2 80. Class Counsel on behalf of the Plaintiffs may apply to the Court for a
3 service award of up to \$5,000 for each Plaintiff serving as a Settlement Class
4 representative.

5 81. Any Court-awarded Service Awards are to be paid solely from the
6 Escrow Account and taken from the Settlement Fund. Any Court-awarded Service
7 Awards shall be paid to Plaintiffs in addition to any payments Plaintiffs are entitled
8 to receive as Settlement Class Members. Notwithstanding anything herein, the
9 Court's failure to approve, in whole or in part, the Service Awards sought by Class
10 Counsel shall not prevent the Agreement from becoming effective, nor shall it be
11 grounds for termination. In the event the Court declines to approve, in whole or in
12 part, a Service Award in the amount set forth above, or at all, the remaining provisions
13 of this Agreement shall remain in full force and effect. Payment of any Court-
14 Awarded Service Awards shall be made within three (3) calendar days of the
15 Defendants' funding of the remainder of the Settlement Amount as set forth in
16 Paragraph 46 herein.

17 82. The Parties negotiated and reached the agreement regarding attorneys'
18 fees, litigation expenses, and Service Awards, as set forth in this Section, only after
19 reaching agreement on all other material terms of this Settlement.

20 **XIII. THE PARTIES' RESPECTIVE POSITIONS ON THE ACTION AND**
21 **SETTLEMENT**

22 83. Nothing contained in this Agreement shall be used or construed as an
23 admission of liability, and this Agreement shall not be offered or received in evidence
24 in any action or proceeding in any court or other forum as an admission or concession
25 of liability or wrongdoing of any nature or for any other purpose other than to enforce
26 the terms of this Agreement

27 84. The Parties understand and acknowledge that this Agreement constitutes
28 a compromise and settlement of disputed claims. No action taken by the Parties either

1 previously or in connection with the negotiations or proceedings connected with this
2 Agreement shall be deemed or construed to be an admission of the truth or falsity of
3 any claims or defenses heretofore made, or an acknowledgment or admission by any
4 party of any fault, liability or wrongdoing of any kind whatsoever.

5 85. Class Counsel and Plaintiffs believe that the claims asserted in the
6 Action have merit, and they have examined and considered the benefits to be
7 obtained under the proposed Settlement set forth in this Agreement, the risks
8 associated with the continued prosecution of this complex, costly and time-
9 consuming litigation, and the likelihood of success on the merits of the Action. Class
10 Counsel have fully investigated the facts and law relevant to the challenged practices
11 and the merits of the claims. Class Counsel and Plaintiffs have concluded that the
12 proposed Settlement set forth in this Agreement is fair, reasonable, adequate, and in
13 the best interests of the Settlement Class.

14 86. Defendants deny each and every claim and allegation of wrongdoing
15 asserted in the Action and do not by this Agreement or otherwise admit any liability
16 or wrongdoing of any kind. Defendants believe they would ultimately be successful
17 in their defense of all claims asserted in the Action. Defendants have agreed to enter
18 into this Agreement to avoid the further expense, inconvenience and distraction of
19 protracted litigation, and to be completely free of any further claims that were asserted
20 or could have been asserted in the Action.

21 87. Neither the Settlement, nor any act performed or document executed
22 pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may
23 be used as, an admission of, or evidence of, the validity of any claim made by the
24 Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the
25 Released Parties; or (b) is or may be deemed to be, or may be used as, an admission
26 of, or evidence of, any fault or omission of any of the Released Parties, in the Action
27 or in any proceeding in any court, administrative agency or other tribunal.

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1 88. In addition to any other defenses Defendants may have at law, in equity,
2 or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full
3 and complete defense to, and may be used as the basis for an injunction against, any
4 action, suit or other proceeding that may be instituted, prosecuted or attempted in
5 breach of this Agreement or the Releases contained herein.

6 **XIV. MISCELLANEOUS PROVISIONS**

7 89. Gender and Plurals. As used in this Agreement, the masculine, feminine,
8 or neutral gender, and the singular or plural number, shall each be deemed to include
9 the others whenever the context so indicates.

10 90. Binding Effect. This Agreement shall be binding upon, and inure to the
11 benefit of, the successors and assigns of the Releasors and the Released Parties.

12 91. Cooperation of Parties. The Parties to this Agreement agree to cooperate
13 in good faith to prepare and execute all documents, to seek Court approval, defend
14 Court approval and to do all things reasonably necessary to complete and effectuate
15 the Settlement described in this Agreement. This obligation of the Parties to support
16 and complete the Settlement shall remain in full force and effect regardless of events
17 that may occur, or court decisions that may be issued, in any other case in any court.

18 92. Obligation to Meet and Confer. Before filing any motion in the Court
19 raising a dispute arising out of or related to this Agreement, the Parties shall consult
20 with each other and certify to the Court that they have conferred.

21 93. Integration. This Agreement constitutes a single, integrated written
22 contract expressing the entire agreement of the Parties relative to the subject matter
23 herein. No covenants, agreements, representations, or warranties of any kind
24 whatsoever have been made by any Party hereto, except as provided for herein.

25 94. No Conflict Intended. Any inconsistency between the headings used in
26 this Agreement and the text of the paragraphs of this Agreement shall be resolved in
27 favor of the text.

28

1 95. Counterparts. This Agreement may be executed in any number of
2 counterparts, each of which shall be deemed an original, but all of which together
3 shall constitute one and the same instrument, even though all Parties do not sign the
4 same counterparts. Original signatures are not required. Any signature submitted by
5 facsimile or through email of an Adobe PDF shall be deemed an original.

6 96. Exclusive Jurisdiction. The Court shall have exclusive jurisdiction over
7 any suit, action, proceeding or dispute arising out of or relating to this Agreement
8 that cannot be resolved by negotiation and agreement by counsel for the Parties. The
9 Court shall retain jurisdiction with respect to the administration, consummation and
10 enforcement of the Agreement and shall retain jurisdiction for the purpose of
11 enforcing all terms of the Agreement. The Court shall also retain jurisdiction over
12 all questions and/or disputes related to the Notice Program and the Settlement
13 Administrator. As part of its agreement to render services in connection with this
14 Settlement, the Settlement Administrator shall consent to the jurisdiction of the
15 Court for this purpose.

16 97. Notices. All notices to counsel provided for herein shall be sent by email
17 with a hard copy sent by overnight mail to:

18 **As to Plaintiffs and the Settlement Class:**

19 Joshua R. Jacobson
joshua@jacobsonphillips.com
20 **JACOBSON PHILLIPS PLLC**
2277 Lee Road, Suite B
Winter Park, Florida 32789
21 Telephone: (321) 447-6461

22 Randall K. Pulliam
rpulliam@cbplaw.com
23 Lee Lowther
llowther@cbplaw.com
24 **CARNEY BATES & PULLIAM, PLLC**
1 Allied Drive, Suite 1400
25 Little Rock, Arkansas 72202
Telephone: (501) 312-8500

26 Gillian L. Wade
gwade@waykayslay.com
27 Marc A. Castaneda
marc@waykayslay.com
28 **WADE KILPELA SLADE LLP**

1 2450 Colorado Avenue, Ste. 100E
2 Santa Monica, California 90404
3 Telephone: (310) 396-9600

4 ***As to Defendants:***

5 Elizabeth L. McKeen (SBN 216690)

6 emckeен@omm.com

7 Danielle N. Morris (SBN 246295)

8 dmorris@omm.com

9 **O'MELVENY & MYERS LLP**

10 610 Newport Center Drive, 17th Floor

11 Newport Beach, California 92660-6429

12 Telephone: (949) 823-6900

13 Facsimile: (949) 823-6994

14 The notice recipients and addresses designated above may be changed by
15 written notice. Upon the request of any of the Parties, the Parties agree to promptly
16 provide each other with copies of objections, requests for exclusion, or other filings
17 received as a result of the Notice Program.

18 98. Modification and Amendment. This Agreement may be amended or
19 modified only by a written instrument signed by the Parties and their respective
20 counsel and approved by the Court.

21 99. No Waiver. The waiver by any party of any breach of this Agreement
22 by another Party shall not be deemed or construed as a waiver of any other breach,
23 whether prior, subsequent, or contemporaneous, of this Agreement.

24 100. Authority. Any person executing this Agreement in a representative
25 capacity represents and warrants that he or she is fully authorized to do so and to bind
26 the Party on whose behalf he or she signs this Agreement to all of the terms and
provisions of this Agreement.

27 101. Agreement Mutually Prepared. Neither Defendants nor Plaintiffs, nor
28 any of them, shall be considered to be the drafter of this Agreement or any of its
provisions for the purpose of any statute, case law or rule of interpretation or
construction that would or might cause any provision to be construed against the
drafter of this Agreement.

29 102. Independent Investigation and Decision to Settle. The Parties understand
30 and acknowledge that: (a) they have performed an independent investigation of the

1 allegations of fact and law made in connection with the Action; and (b) even if they
2 may hereafter discover facts in addition to, or different from, those that they now know
3 or believe to be true with respect to the subject matter of the Action as reflected in this
4 Agreement, that will not affect or in any respect limit the binding nature of this
5 Agreement. Defendants have and/or are providing information as set forth herein to
6 identify persons in the Settlement Class and to effectuate Notice. It is the Parties'
7 intention to resolve their disputes in connection with the Action pursuant to the terms
8 of this Agreement now and thus, in furtherance of their intentions, the Agreement shall
9 remain in full force and effect notwithstanding the discovery of any additional facts or
10 law, or changes in law, and this Agreement shall not be subject to rescission or
11 modification by reason of any changes or differences in facts or law, subsequently
12 occurring or otherwise.

13 103. Receipt of Advice of Counsel. Each Party acknowledges, agrees and
14 specifically warrants that he, she, or it has fully read this Agreement and the Releases
15 contained herein, received independent legal advice with respect to the advisability of
16 entering this Agreement and the Releases, and the legal effects of this Agreement and
17 the Releases, and fully understands the effect of this Agreement and the Releases.

[Remainder of this page intentionally left blank]

1 DATED _____

2

3 Joshua R. Jacobson (*pro hac vice*)
4 joshua@jacobsonphillips.com
5 **JACOBSON PHILLIPS PLLC**
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7 Winter Park, Florida 32789
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17 One Allied Drive, Suite 1400
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19 Telephone: (501) 312-8500
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21

22 *Attorneys for Plaintiffs*

23

24 -And-

25

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30 *Attorneys for Defendants*