

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between BERNADETTE HIGHTOWER, LATERSHIA JONES, GEORGE DEAN and BRUCE MARK WOODRUFF, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 29) (together “Plaintiffs”), and RECEIVABLES PERFORMANCE MANAGEMENT, LLC (“Defendant” or “RPM”) (collectively the “Parties”), in the action *Hightower et al. v. Receivables Performance Management, LLC*, Case No. 2:22-cv-01683-RSM, pending in the U.S. District Court for the Western District of Washington (the “Action”).

RECITALS

WHEREAS, Plaintiffs have filed approximately ten (10) Complaints against RPM in the United States District Court for the Western District of Washington relating to a data security incident affecting RPM that occurred in or around May 2021, which Complaints have been consolidated and are presently pending in the Action on January 6, 2023 (Dkts. 8, 12);

WHEREAS, RPM denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the class representatives and the classes which they purport to represent have suffered any damages, and/or that the Action satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23; and

WHEREAS, following extensive arm’s length settlement negotiations, a mediation session, continued discussions and negotiations through the assistance of the mediator, and exchange and acceptance of a mediator’s proposal, the Parties reached an agreement of the essential terms of settlement.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the class action lawsuit captioned *Hightower et al. v. Receivables Performance Management, LLC*, Case No. 2:22-cv-01683-RSM, pending in the U.S. District Court for the Western District of Washington before the Honorable Ricardo S. Martinez, resulting from the consolidation of approximately ten (10) cases by the Court on January 6, 2023 (Dkts. 8, 12).

2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.

3. “Attested Time” means time spent remedying issues related to the Data Incident.
4. “California Settlement Subclass” means the persons who are members of the Settlement Class who are residents of the state of California.
5. “California Settlement Subclass Member” means an individual who falls within the definition of the California Settlement Subclass.
6. “California Statutory Damages Payment” means a cash payment of Fifty Dollars and Zero Cents (\$50.00) to Participating California Settlement Subclass Members.
7. “Claim Form” or “Claim” means the form(s) Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses or Attested Time, and/or to claim Credit Monitoring Services under the terms of the Settlement, which is attached hereto as Exhibit 3.
8. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur sixty (60) days after the Notice Deadline.
9. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end sixty (60) days after the Notice Deadline.
10. “Class Counsel” means Bryan L. Bleichner of Chestnut Cambronne P.A., John A. Yanchunis of Morgan & Morgan Complex Litigation Group, and Kaleigh N. Boyd of Tousley Brain Stephens, PLLC.
11. “Class Representatives” means Bernadette Hightower, Latershia Jones, George Dean, and Bruce Mark Woodruff.
12. “Court” means the United States District Court for the Western District of Washington.
13. “Credit Monitoring Services” means three (3) years of three-bureau credit monitoring services provided by CyEx (with the Pango Group) to Participating Settlement Class Members under the Settlement. These services include daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance, among other features.
14. “Data Incident” means the data security incident affecting RPM which occurred in or around May 2021.
15. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment or one (1) business day following entry of an order granting final approval of the settlement if no parties have standing to appeal; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to

attorneys' fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

16. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

17. "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement, substantially in the form annexed hereto as Exhibit 5.

18. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment that will occur no earlier than 120 days after entry of the Preliminary Approval Order

19. "Litigation Costs and Expenses" means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

20. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Service Awards Payments approved by the Court, (iv) Fee Award and Costs approved by the Court.

21. "Non-Profit Residual Recipient" means the Legal Foundation of Washington, subject to approval by the Court.

22. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as Exhibit 1 ("Short Form Notice") and Exhibit 2 ("Long Form Notice")

23. "Notice Deadline" means the last day by which Notice must issue to the Settlement Class Members, and will occur no later than forty (40) days after entry of the Preliminary Approval Order.

24. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the

eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

25. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

26. “Opt-Out Deadline” is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

27. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 56. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or after April 8, 2021.

28. “Personal Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

29. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

30. “Participating California Settlement Subclass Member” means a Settlement Class Member who is a resident of the state of California who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

31. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as Exhibit 4.

32. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated,

legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members’ Personal Information in the Data Incident, RPM’s provision of notice to Settlement Class Members following the Data Incident, RPM’s information security policies and practices, or RPM’s maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

33. “Released Parties” means RPM and each of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, as well as well as clients of RPM and each of their respective predecessors, successors, assignors, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assignees of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

34. “Releasing Parties” means the Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys and assignees.

35. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

36. “Residual Cash Payment” means a pro rata cash payment to all Settlement Class Members who submit an Approved Claim, to be paid from the Residual Settlement Fund, with a cap of One Hundred Dollars and Zero Cents (\$100.00), as set forth in Paragraph 71(b).

37. “Residual Credit Monitoring Services” means additional Credit Monitoring Services for all Settlement Class Members who submit an Approved Claim for Credit Monitoring Services, to be paid from the Residual Settlement Fund, up to a cap of five (5) years of Credit Monitoring Services, as set forth in Paragraph 71(a).

38. “Residual Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Approved Claim(s) for Out-of-Pocket Losses; (iv) Approved Claim(s) for California Statutory Damages Payment(s); (v) Approved Claim(s) for Attested Time; (vi) Approved Claim(s) for Credit Monitoring Services; (vii) Residual Credit Monitoring Service; (viii) Residual Cash Payments; (ix) Service Awards Payments approved by the Court; and (x) Fee Award and Costs approved by the Court.

39. “RPM’s Counsel” or “Defendant’s Counsel” means Sarah Turner, Brian Middlebrook and John T. Mills of Gordon Rees Scully Mansukhani, LLP.

40. “Service Award Payment” means compensation awarded by the Court and paid to a Class Representative in recognition of his or her role in this litigation.

41. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

42. “Settlement Administrator” means Kroll Settlement Administration LLC, subject to Court approval.

43. “Settlement Class” means the persons who are identified on the Settlement Class List, including all individuals residing in the United States who were sent a notification by RPM that their Personal Information was potentially compromised in the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) RPM, its subsidiaries, parent companies, successors, predecessors, and any entity in which RPM or its parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

44. “Settlement Class List” means the list generated by RPM containing the full names and current or last known addresses of Settlement Class Members, which RPM shall provide to the Settlement Administrator within ten (10) days of the Preliminary Approval Order.

45. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

46. “Settlement Fund” means the sum of Five Million Six Hundred Thousand Dollars and Zero Cents (\$5,600,000.00) to be paid by or on behalf of RPM as specified in Paragraph ___, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of RPM, its respective predecessors, successors, assignors, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assignees of any of the foregoing, with respect to this Agreement and the settlement of this matter.

47. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check or electronic payment to a Participating Settlement Class Member pursuant to Paragraph 64.

48. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s

motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs, and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

49. "Taxes and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon RPM with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

50. **Establishment of Settlement Fund.** Within ten (10) days of the Preliminary Approval Order, RPM shall deposit or cause to be deposited the total sum of Five Million Six Hundred Thousand Dollars and Zero Cents (\$5,600,000.00) into an interest bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and RPM.

51. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of RPM in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 86.

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

53. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 86.

54. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Approved Claim(s) for Out-of-Pocket Losses; (iv) Approved Claim(s) for California Statutory Damages Payment(s); (v) Approved Claim(s) for Attested Time; (vi) Approved Claim(s) for Credit Monitoring Services; (vii) Residual Credit Monitoring Service; (viii) Residual Cash Payments; (ix) Service Awards Payments approved by the Court; and (x) Fee Award and Costs approved by the Court. Following payment of all of the above expenses, any amount remaining in the Residual Settlement Fund shall thereafter be paid to the Non-Profit Residual Recipient in accordance with Paragraph 72. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

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

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME

56. **Reimbursement for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for reimbursement of Out-of-Pocket Losses. “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s personal information; (ii) costs incurred on or after April 8, 2021, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members who elect to submit a claim for Reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting their claim, to the extent available; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents

such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source. There is no cap on a claim for Out-of-Pocket Losses, provided that the Settlement Class Member(s) otherwise comply with the provisions of this Paragraph and this Agreement overall and the Settlement Administrator determines that the Claim should be processed as an Approved Claim, subject to the dispute procedures outlined in Paragraph 60.

57. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and RPM's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after April 8, 2021; and/or (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

58. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to four (4) hours at Twenty Five Dollars and Zero Cents (\$25.00) per hour rounded to the nearest whole hour. Settlement Class Members can receive reimbursement of Attested Time with a brief description of the actions taken in response to the Data Incident and the time associated with each action. Claims for Attested Time are capped at One Hundred Dollars and Zero Cents (\$100.00) per individual.

59. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel and RPM's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

60. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement

Administrator may consult with Class Counsel and RPM's Counsel in making such determinations.

IV. CREDIT MONITORING

61. **Credit Monitoring Services.** All Settlement Class Members are eligible to enroll in three (3) years of three-bureau Credit Monitoring Services provided by CyEx (with the Pango Group) or other comparable provider, regardless of whether the Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Attested Time and/or a claim for a California Statutory Damages Payment. The Settlement Administrator shall send an activation code to each valid Credit Monitoring Services claimant within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of three (3) years from the date of activation, including daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance, among other features.

V. CALIFORNIA STATUTORY DAMAGES PAYMENT

62. **California Statutory Damages Payment.** In addition to the benefits made available to Settlement Class Members under Sections III and IV, Paragraphs 56-61 above, all California Settlement Subclass Members may submit a claim for a California Statutory Damages Payment of Fifty Dollars and Zero Cents (\$50.00).

63. **Assessing Claims for California Statutory Damages Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a California Settlement Subclass Member. A California Settlement Subclass shall not be required to submit any documentation or additional information in support of their claim for a California Statutory Damages Payment. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. Settlement Class Members who are not members of the California Settlement Subclass shall not be eligible to receive a claim for a California Statutory Damages Payment(s).

VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

64. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses, Attested Time, and/or California Statutory Damages Payments shall be issued in the form of an electronic payment or check mailed as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date. The Settlement Administrator shall utilize electronic payment methods wherever possible.

65. **Timing.** To the extent payments are made by check, settlement checks shall bear in the legend that they expire if not negotiated within sixty (60) days of their date of issue.

66. **Returned Checks.** For any electronic payment or settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the electronic payment or check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement electronic payment(s) or settlement check(s) issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

67. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

68. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel and RPM's Counsel.

VII. CLAIMS; DISTRIBUTION OF SETTLEMENT FUNDS; RESIDUAL SETTLEMENT FUND

69. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

70. Pro-Rata Contingencies.

a. To the extent the total amount of all Approved Claims for Settlement Class Members (including Approved Claims for Out-of-Pocket Losses, Approved Claims for Attested Time, and Approved Claims for California Statutory Damages Payments) at the end of the Claims Period were to exceed the amount in the Net Settlement Fund after payment of other expenses (including payments for all costs of administration of the Settlement and Class Notice, including

all costs to carry out the Notice Program; all Taxes and Tax-Related Expenses; the costs for Approved Credit Monitoring Services; any Fee and Expense Award approved by the Court for or awarded to Class Counsel; and any Service Awards approved by the Court), the monetary benefits to each eligible Settlement Class Member with an Approved Claim would be decreased on a *pro rata* basis.

b. All payments for costs of administration of the Settlement and Class Notice, the costs for Credit Monitoring Services; any Fee and Expense Award; and any Service Awards approved by the Court shall be paid out before the payment of any Approved Claims.

c. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and RPM's Counsel.

71. **Residual Distributions.**

a. **Residual Credit Monitoring Services.** In the event that there are funds in the Residual Settlement Fund, and the remaining amount is not *de minimis* (as determined by Class Counsel and RPM's Counsel based on calculations provided by the Settlement Administrator), the funds remaining in the Residual Settlement Fund shall first be used to purchase additional Credit Monitoring Services for all Settlement Class Members who submitted an Approved Claim for Credit Monitoring Services, up to a total of five (5) years. In order to be entitled to Residual Credit Monitoring Services, a Settlement Class Member need only have submitted a Claim Form for Credit Monitoring Services that has been approved by the Settlement Administrator. In order to receive Residual Credit Monitoring Services, the Settlement Class Member need not submit an additional Claim Form. The Settlement Administrator, upon notice to Class Counsel and RPM's counsel, shall determine the amount of additional year(s) of Residual Credit Monitoring Services to be provided. In determining this amount, the Settlement Administrator shall use the funds in the Residual Settlement Fund to increase the number of year(s) of Credit Monitoring Services to be provided to Settlement Class Members who submitted an Approved Claim for Credit Monitoring Services to the fullest extent possible, up to a total of five (5) years (*i.e.*, two (2) additional years). In no event shall the total years of Credit Monitoring Services and Residual Credit Monitoring Services provided to Settlement Class Members under this Settlement exceed a total of five (5) years. All determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and RPM's Counsel.

b. **Residual Cash Payment.** In the event that there are funds in the Residual Settlement Fund after payments/distributions for Residual Credit Monitoring Services, the funds remaining in the Residual Settlement Fund shall thereafter be used to issue a Residual Cash Payment to all Settlement Class Members who submit an Approved Claim. In order to be entitled to a Residual Cash Payment, a Settlement Class Member need only have submitted a Claim Form that has been approved by the Settlement Administrator, in whole or in part. The Claim Form can be submitted for one or more of the benefits available under this Settlement, and need not be of a specific type or amount. In order to receive a Residual Cash Payment, the Settlement Class Member need not submit an additional Claim Form. The Settlement Administrator, upon notice to Class Counsel and Defendants' counsel, shall determine the amount of the Residual Cash Payment. In determining this amount, the Settlement Administrator shall use the funds in the Residual Settlement Fund on an equal basis to Settlement Class Members who have submitted a

Claim Form that has been approved by the Settlement Administrator, in whole or in part. In no event shall the amount of the Residual Cash Payment exceed One Hundred Dollars and Zero Cents (\$100.00). All determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and RPM's Counsel.

72. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to RPM after the Effective Date. To the extent any monies remain in the Residual Settlement Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient. If the remaining monies are such that, in consultation with the Settlement Administrator, RPM and Class Counsel determine that it would be administratively unfeasible to provide any further benefits to Participating Settlement Class Members, RPM and Class Counsel may direct that the remaining moneys be distributed to the Non-Profit Residual Recipient without further order from the Court.

IX. SETTLEMENT CLASS NOTICE

73. **Timing of Notice.** Within ten (10) days after the date of the Preliminary Approval Order, RPM shall provide the Settlement Class List to the Settlement Administrator. Within forty (40) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class via email where available, and via U.S. Mail where no email is available. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

74. **Form of Notice.** Notice shall be disseminated via U.S. mail to Settlement Class Members.

X. OPT-OUTS AND OBJECTIONS

75. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

76. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds

for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

77. Within seven (7) days after the deadline for opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid requests for exclusions. In the event that within seven (7) days after receipt of the list from the Settlement Administrator, there have been more than one thousand (1,000) Opt-Outs (exclusions), RPM may, by notifying Class Counsel in writing, void this Agreement. If RPM voids the Agreement pursuant to this Paragraph, RPM shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail and email;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- g. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

- h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and RPM's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and RPM's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- k. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Class Counsel and RPM's Counsel that include information regarding the number of settlement electronic payments and/or checks mailed and delivered, electronic payments and/or settlement checks cashed, undeliverable information, and any other requested information relating to settlement payments. The Settlement Administrator shall also, as requested by Class Counsel or RPM's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to the implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or RPM's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

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

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

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

81. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class and the California Settlement Subclass, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class and the California Settlement Subclass shall be void. RPM reserves the right to contest class certification for all other purposes. The Parties further stipulate designating the Class Representatives as the representatives for the Settlement Class, and Class Representative Bruce Mark Woodruff as the representative for the California Settlement Subclass.

82. **Preliminary Approval.** Following the execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide RPM's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing the same.

83. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after RPM notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide RPM's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from RPM.

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

Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XIII. MODIFICATION AND TERMINATION

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

86. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and RPM shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of either of the following: (a) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (b) RPM's receipt of the opt-out list from the Settlement Administrator that includes more than one thousand (1,000) Opt-Outs which right may be exercised solely by RPM as set forth above in Paragraph 77; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Judgment in any material respect, or (b) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court.

87. **Effect of Termination.** In the event of a termination as provided in Paragraph 86, this Agreement shall be considered null and void; all the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-settlement claims and defenses will be preserved.

XIV. RELEASES

88. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims.

89. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

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

90. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XV. SERVICE AWARD PAYMENT

91. **Service Award Payment.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking service award payments not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each of the Class Representatives in recognition for his or her contributions to this Action, for a total of Ten Thousand Dollars and Zero Cents (\$10,000.00) subject to Court approval. The Settlement Administrator shall make the Service Award Payment to the Class Representative from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

92. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XVI. ATTORNEYS' FEES, COSTS, EXPENSES

93. **Attorneys' Fees and Costs and Expenses.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses not to exceed thirty percent (30%) of the Settlement Fund, or One

Million Six Hundred Eighty Thousand Dollars and Zero Cents (\$1,680,000.00), to be paid from the Settlement Fund, and subject to Court approval. Fee Award and Costs shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than ten (10) days after the Effective Date.

94. **Allocation.** To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. RPM and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

95. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XVII. NO ADMISSION OF LIABILITY

96. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

97. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by RPM in the Action or in any proceeding in any court, administrative agency or other tribunal.

XVIII. MISCELLANEOUS

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

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

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

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

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

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

104. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

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

107. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Washington, without regard to the principles thereof regarding choice of law.

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

109. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Bryan L. Bleichner
CHESTNUT CAMBRONNE P.A.
100 Washington Avenue South, Suite 1700
Minneapolis, Minnesota 55401
bbleichner@chestnutcambronne.com

John Yanchunis
MORGAN & MORGAN COMPLEX LITIGATION GROUP
201 North Franklin Street, 7th Floor
Tampa, Florida 33602
jyanchunis@forthepeople.com

Kaleigh N. Boyd
TOUSLEY BRAIN STEPHENS, PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
kboyd@tousley.com

All notices to RPM provided for herein, shall be sent by overnight mail and email to:

Brian Middlebrook
John T. Mills
GORDON REES SCULLY MANSUKHANI, LLP
One Battery Park Plaza
New York, New York 10004
bmiddlebrook@grsm.com
jtmills@grsm.com

Sarah Turner
GORDON REES SCULLY MANSUKHANI, LLP
701 Fifth Avenue, Suite 2100
Seattle, Washington 98104
sturner@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

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

[remainder of page intentionally left blank]

SIGNATURES

BERNADETTE HIGHTOWER

By: *Bernadette Hightower*

Date: 07 / 17 / 2024

LATERSHIA JONES

By: _____

Date: _____

GEORGE DEAN

By: George Dean

Date: 16/07/24

BRUCE MARK WOODRUFF

By: _____

Date: _____

CHESTNUT CAMBRONNE P.A., *Counsel for Plaintiffs and the Class*

By: _____
Bryan L. Bleichner

Date: _____

MORGAN & MORGAN COMPLEX LITIGATION GROUP, *Counsel for Plaintiffs and the Class*

By: _____
John Yanchunis

Date: _____

TOUSLEY BRAIN STEPHENS, PLLC, *Counsel for Plaintiffs and the Class*

By: _____
Kaleigh N. Boyd

Date: _____

RECEIVABLES PERFORMANCE MANAGEMENT, LLC

By: _____
Howard George, Chief Executive Officer

Date: _____

GORDON REES SCULLY MANSUKHANI, LLP, *Counsel for Defendants (as to form only)*

By: _____
Brian Middlebrook

Date: _____

LATERSHIA JONES

By: _____

Date: _____

GEORGE DEAN

By: _____

Date: _____

BRUCE MARK WOODRUFF

By: Peter Woodruff, Trustee

Date: 7/17/2024

CHESTNUT CAMBRONNE P.A., Counsel for Plaintiffs and the Class

By: s/Bryan L. Bleichner
Bryan L. Bleichner

Date: July 17, 2024

MORGAN & MORGAN COMPLEX LITIGATION GROUP, Counsel for Plaintiffs and the Class

By: 
John Yanchunis

Date: 07/17/2024

TOUSLEY BRAIN STEPHENS, PLLC, Counsel for Plaintiffs and the Class

By: 
Kaleigh N. Boyd

Date: July 17, 2024

RECEIVABLES PERFORMANCE MANAGEMENT, LLC

By: 
Howard George, Chief Executive Officer

Date: July 16, 2024 | 4:37 PM PDT

GORDON REES SCULLY MANSUKHANI, LLP, Counsel for Defendants (as to form only)

By: 
Brian Middlebrook

Date: July 17, 2024 | 7:34 AM PDT

LATERSHIA JONES

By: Latershia Jones

Date: 07-17-2024

GEORGE DEAN

By: _____

Date: _____

BRUCE MARK WOODRUFF

By: _____

Date: _____

CHESTNUT CAMBRONNE P.A., Counsel for Plaintiffs and the Class

By: _____
Bryan L. Bleichner

Date: _____

MORGAN & MORGAN COMPLEX LITIGATION GROUP, Counsel for Plaintiffs and the Class

By: _____
John Yanchunis

Date: _____

TOUSLEY BRAIN STEPHENS, PLLC, Counsel for Plaintiffs and the Class

By: _____
Kaleigh N. Boyd

Date: _____

RECEIVABLES PERFORMANCE MANAGEMENT, LLC

By: _____
Howard George, Chief Executive Officer

Date: _____

GORDON REES SCULLY MANSUKHANI, LLP, Counsel for Defendants (as to form only)

By: _____
Brian Middlebrook

Date: _____