EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

Natasha Hiller ("**Plaintiff**") and The Money Source Inc. ("**Defendant**") (together, the "**Parties**") enter into this arm's-length class action settlement agreement ("**Agreement**").

1. Recitals

1.1 **WHEREAS**, on February 6, 2023, Plaintiff filed a class action complaint against Defendant styled *Natasha Hiller, on behalf of herself and others similarly situated, v. The Money Source, Inc.,* Case No. 2:23-cv-00235 (D. Ariz.) (the "**Lawsuit**"), through which Plaintiff alleged violations of the Telephone Consumer Protection Act ("**TCPA**"), 47 U.S.C. § 227.

1.2 **WHEREAS**, On May 7, 2025, the United States District Court for the District of Arizona (the "**Court**") certified the following class: "All persons throughout the United States or its territories (1) to whom Defendant placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service, (3) in connection with which Defendant used an artificial or prerecorded voice, (4) after the called party requested that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, (5) from four years prior to the filing of the Complaint through the date of class certification."

1.3 **WHEREAS**, Defendant denies the allegations of wrongdoings included in the Lawsuit and denies that it violated the TCPA.

1.4 **WHEREAS**, Plaintiff and Defendant now intend to settle and finally resolve all claims Plaintiff asserts through the Lawsuit.

1.5 **WHEREAS**, aware of the substantial expense, delay, burdens, and inherent risk associated with litigation, Plaintiff and her counsel recognize that in light of the recovery that results from the settlement memorialized by this Agreement, continued litigation is not in the best interest of members of the settlement class that is the subject of this Agreement.

1.6 **WHEREAS**, also aware of the substantial expense, delay, burdens, and inherent risk associated with Lawsuit, Defendant has entered into the settlement memorialized by this Agreement.

1.7 **WHEREAS**, Plaintiff and her counsel believe that the settlement memorialized by this Agreement is fair, adequate, and reasonable.

1.8 **WHEREAS**, the Parties reached the settlement memorialized by this Agreement as a result of mediation conducted with Hon. Andrew J. Guilford (Ret.), of Judicate West.

1.9 **WHEREAS**, Plaintiff and Defendant agree to undertake all steps necessary to secure the Court's approval of the settlement memorialized by this Agreement.

1.10 **WHEREAS**, this Agreement is not to be construed as an admission or concession by Plaintiff that there is any infirmity in the claims she asserts or asserted through the Lawsuit.

1.11 **WHEREAS**, this Agreement is not to be construed as an admission or concession by Defendant regarding liability or wrongdoing, and Defendant denies any liability, denies that it violated the TCPA, and denies any other wrongdoing.

2. Definitions

2.1 "**Administrator**," subject to the Court's approval, means Atticus Administration LLC ("**Atticus**").

2.2 "**Class Counsel**" means The Weitz Firm, LLC and Law Office of Chris R. Miltenberger, PLLC.

2.3 "**Class Notice**" means the notice that the Court approves in a form substantially similar to **Exhibit 1** to this Agreement, which includes a letter notice and email notice to be disseminated to potential Settlement Class Members, and a question-and answer long form notice to appear on the dedicated settlement website.

2.4 "**Fairness Hearing**" means the hearing that the Court conducts under Federal Rule of Civil Procedure 23 to consider the fairness, adequacy, and reasonableness of the settlement memorialized by this Agreement.

2.5 "**Finality Date**" means the date after which the Court enters a final order and judgment and the time to appeal the final order and judgment expires without appeal, or any appeal is dismissed, or the final order and judgment is affirmed and not subject to review by any court.

2.6 "**Final Order and Judgment**" means the final order and judgment that the Court enters granting final approval to the settlement. The parties will submit a proposed order for the Court's consideration in a form substantially similar to **Exhibit 3** to this Agreement.

2.7 "**Order Preliminarily Approving the Settlement**" means the order preliminarily approving the settlement memorialized by this Agreement and authorizing the dissemination of class notice. The parties will submit a proposed order for the Court's consideration in a form substantially similar to **Exhibit 2** of this Agreement.

2.8 "**Preliminary Approval Date**" means the date the Court enters the Order Preliminarily Approving the Settlement.

2.9 "**Released Parties**" are defined in Section 14.1.

2.10 "**Released Claims**" are defined in Section 14.1.

2.11 "**Releasors**" means Plaintiff and every Settlement Class Member who does not timely and validly opt out of the Settlement Class.

2.12 "**Settlement**" means the settlement memorialized by this Agreement.

2.13 "**Settlement Class**" means the class that the Court certifies for settlement purposes, the definition of which the parties propose as: All persons throughout the United States or its territories (1) to whom Defendant placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service and that appears on the document produced at TMS005442, (3) in connection with which Defendant used an artificial or prerecorded voice, (4) after the called party requested that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, (5) from February 6, 2019 through May 7, 2025.

2.14 "**Settlement Class Members**" means all members of the Settlement Class who do not timely and validly opt out of the Settlement Class.

3. **Jurisdiction**

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

4. **Certification**

4.1 Plaintiff and Defendant agree to certification of the Settlement Class for settlement purposes only.

4.2 Within 10 days of the Preliminary Approval Date, Defendant will produce to Atticus, in a manner and format to be mutually agreed upon by the Parties and Atticus: (1) all class member contact information available to Defendant related to the cellular telephone numbers to which Defendant attempted to deliver a prerecorded message after Defendant's business records reflect a do-not-call request during the settlement class period between February 6, 2019 and May 7, 2025. In the event Defendant does not have up-to-date contact information for any of the cellular telephone numbers, Atticus will perform reverse look ups on these telephone numbers to obtain the associated names and address, and the date ranges for those associations. If needed, Class Counsel will be entitled to reasonable confirmatory discovery regarding this process and how it was performed.

5. Preliminary Approval

5.1 Plaintiff will file an unopposed motion to preliminarily approve the Settlement.

5.2 Through her motion to preliminarily approve the Settlement, Plaintiff will request that: (i) the Court preliminarily certify the Settlement Class for settlement purposes only, appoint Plaintiff as the representatives for the Settlement Class, and appoint Class Counsel as counsel for the Settlement Class; (ii) the Court preliminarily approve the Settlement as fair, reasonable, and adequate, and within the reasonable range of possible final approval; (iii) the Court approve the Class Notice and find that the proposed notice plan constitutes the best notice practicable under the circumstances, and that it satisfies due process and Rule 23 of the Federal Rules of Civil Procedure; (iv) the Court set the date and time for the Fairness Hearing; and (v) the Court set the deadline for Settlement Class Members to submit exclusions and objections to the Settlement.

5.3 Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to preliminarily approve the Settlement.

6. Class Action Fairness Act Notice

6.1 Defendant will be responsible for serving the Class Action Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 within ten (10) days after Plaintiff files her unopposed motion to preliminarily approve the Settlement.

6.2 Defendant will provide Class Counsel with a copy of the CAFA notice no later than five (5) days after it is served.

6.3 Defendant will also file with the Court, at least thirty (30) days prior to the Fairness Hearing, a notice attesting to its compliance with CAFA.

7. Notice to Members of the Settlement Class

7.1 The Administrator will be responsible for all matters relating to the administration of the Settlement.

7.2 The Administrator's responsibilities will include, but will not be limited to: (i) performing reverse look ups on telephone numbers, as set forth in Section 4.2; (ii) sending direct mail notice by letter to potential Settlement Class Members, where possible; (iii) sending direct e-mail notice to potential Settlement Class Members, where possible; (iv) issuing publication notice, in consultation with the parties; (v) establishing both a dedicated website through which Settlement Class Members can find information about the Settlement and a toll-free telephone number for informational purposes; (vi) fielding inquires about the Settlement; (vii) calculating the payments set forth in this Agreement; (viii) acting as a liaison between Settlement Class Members, Class Counsel, and counsel for Defendant; (ix) directing the issuance of settlement payments to Settlement Class Members; (x) complying with applicable tax reporting requirements; and (xi) performing any other tasks reasonably required of it.

7.3 The mailing addresses and email addresses of potential Settlement Class Members obtained by the Administrator from Defendant or independently may be subject to confirmation or updating as follows: (i) the Administrator may check each address obtained against the United States Post Office National Change of Address Database; (ii) the Administrator may conduct a reasonable search to locate an updated address for any potential Settlement Class Member whose notice is returned as undeliverable; (iii) the Administrator will update addresses based on any forwarding information received from the United States Post Office; and (iv) the Administrator will update addresses based on any requests received from Settlement Class Members.

7.4 The Administrator will provide weekly updates to Class Counsel and counsel for Defendant regarding the status of its administration.

7.5 Not later than thirty (30) days following the Preliminary Approval Date, the Administrator will mail and send the Class Notice to potential Settlement Class Members, where possible.

7.6 The letter the Administrator uses to mail the Class Notice to potential Settlement Class Members must include a notation requesting address correction.

7.7 If any Class Notice is returned with a new address, the Administrator must resend the Class Notice to the new address.

7.8 Defendant is responsible for any amounts due to the Administrator prior to the date on which the non-reversionary Settlement Fund is established and funded.

7.9 Defendant will be entitled to an offset for any payments it makes to the Administrator prior to the date on which the non-reversionary Settlement Fund is established and funded, from the non-reversionary Settlement Fund once it is established and funded.

7.10 The Parties will not make statements of any kind to any third party regarding the Settlement prior to the filing of a motion for preliminary approval with the Court, with the exception of the Administrator. The parties may make statements to the Court as necessary to obtain preliminary or final approval of the Settlement, and Class Counsel will not be prohibited from communicating with any Settlement Class Member regarding the Settlement. The parties will not make any statements to the press impugning or disparaging any other party.

8. Publication of Notice

8.1 Not later than thirty (30) days following the Preliminary Approval Date, the Administrator will arrange for publication of the Class Notice on the settlement website and in any additional manner agreed to by the parties in consultation with the Administrator.

9. Settlement Website

9.1 Not later than thirty (30) days following the Preliminary Approval Date, the Administrator will update the dedicated website, www.moneysourcetcpaclassaction.com, that includes downloadable information about the Settlement.

9.2 At a minimum, the downloadable information and documents must include, when available, this Agreement, the long form question-and-answer Class Notice, Plaintiff's petition for attorneys' fees, expenses, and costs, the Order Preliminarily Approving the Settlement, the operative complaint in the Lawsuit, Defendant's answers and affirmative defenses to the operative complaint in the Lawsuit, the Motion for Final Approval of the Settlement, the Final Order and Judgment, and any changes to the date of the Fairness Hearing.

9.3 The Settlement Website domain will be www.moneysourcetcpaclassaction.com.

10. Final Approval

10.1 At least fourteen (14) days prior to the Fairness Hearing, the Class Administrator shall file a sworn declaration attesting to dissemination of the letter Class Notice and state the number of objections and opt outs, and attach copies of the objections and opt outs.

10.2 At least thirty (30) days prior to the Fairness Hearing, Plaintiff will file a motion to finally approve the Settlement.

10.3 Neither Plaintiff nor Defendant will take any action inconsistent with Plaintiff's motion to finally approve the Settlement.

11. Consideration

11.1 Defendant will create a non-reversionary common fund in the amount of $1,500,000.00 to compensate members of the Settlement Class ("Settlement Fund"). In consultation with the Settlement Administrator, Defendant will fund the initial settlement administration costs and notice costs with a payment to the Settlement Fund within twenty-eight (28) days of the Court's issuance of the Preliminary Approval Order. Defendant will fund the remaining amount up to $1.5 million (that is, $1.5 million less the initial payment to the Settlement Fund) with a payment to the Settlement Fund within twenty-eight (28) days of the Finality Date. In the even the Court does not issue a Final Order and Judgment consistent with the terms of this Agreement, the Defendant shall be entitled to a return of all unused funds in the Settlement Fund.

11.2 The Administrator will place the Settlement Fund in an Intrafi Cash Service (ICS) account, which is 100% backed by the FDIC (the "Account"), created by order of the Court intended to constitute a "qualified settlement fund" ("QSF") within the meaning of Section 1.468B-1 of the Treasury Department Regulations ("Treasury Regulations") promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended (the "Code"). Defendant shall be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Administrator will be designated as the "administrator" of the QSF within the meaning of Section 1.468B 2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. The Administrator shall provide any statements or make any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations. The Parties agree to the tax treatment of the QSF as set forth herein in Section 19.

11.3 Paid from the Settlement Fund will be: (i) compensation to Settlement Class Members; (ii) all reasonable costs, fees and any other charges invoiced by the Administrator, including the cost of notice to potential Settlement Class Members, the cost of any publication notice, and claims administration for the Settlement Class; (iii) litigation costs and expenses not to exceed $17,000.00, for which Class Counsel will petition the Court; (iv) reasonable attorneys' fees, calculated as a percentage of the Settlement Fund, for which Class Counsel will petition the Court; and (v) incentive awards to Plaintiff, for which Plaintiff will petition the Court.

11.4 Each Settlement Class Member, will be entitled to a *pro rata* share of the non-reversionary Settlement Fund, based on the number of calls such Settlement Class Member received after requesting that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, subject to the limitations in Section 11.7 below, after deducting: (i) costs and expenses of administering the Settlement; (ii) class Counsel's attorneys' fees awarded by the Court; (iii) class Counsel's costs and expenses awarded by the Court; and (iv) the service award to Plaintiff approved by the Court.

11.5 The payments in Section 11.4 may be subject to IRS reporting. Settlement Class Members may be required to provide a valid taxpayer identification number (e.g., via IRS Form W-9). The Administrator will provide Settlement Class Members with an IRS W-9 Form to complete and return with the letter notice. The Administrator will also provide Settlement Class Members with an email address, fax and mailing address that they can use to send their completed IRS W-9 Form or the required information. If the Settlement Class Member does not provide the required information, the Administrator will apply "backup withholding" at the rate prescribed by the IRS (currently 24%) and remit that amount to the IRS. Any amount withheld will be reported to the Settlement Class Member.

11.6 Settlement payments will be made from the non-reversionary Settlement Fund. Each settlement check issued to a Settlement Class Member will be negotiable for 120 days after it is issued.

12. Opt-Outs

12.1 Any Settlement Class Member who wishes to exclude himself or herself from the Settlement must mail a written request for exclusion to the Class Administrator, postmarked no more than ninety (90) days after the Preliminary Approval Date.

12.2 Through his or her request for exclusion, and subject to the Court's approval, a member of the Settlement Class must include his or her: (i) full name; (ii) address; (iii) cellular telephone number called by Defendant; (iv) a statement that he or she wishes to be excluded from the Settlement; and (v) a signature by the Settlement Class Member.

12.3 Any Settlement Class Member who submits a valid and timely request for exclusion will neither be bound by the terms of this Agreement, nor receive any of the benefits of the Settlement.

12.4 The Administrator shall file a list of the names of each Settlement Class Member who submitted a valid and timely request for exclusion, along with copies of the opt out requests, at least fourteen (14) days before the Fairness Hearing.

12.5 Settlement Class Members may opt out on an individual basis only. No joint, combined, collective, or group opt-outs will be valid.

12.6 "Mass" or "class" opt-outs submitted by third parties on behalf of a "mass" or "class" of Settlement Class Members are not allowed.

12.7 Settlement Class Members who opt out may not also object to the Settlement.

13. Objections

13.1 Any Settlement Class Member who wishes to object to the Settlement must file a written notice of objection with the Court, postmarked no more than after ninety (90) days after the Preliminary Approval Date,

13.2 Through his or her notice of objection, and subject to the Court's approval, a Settlement Class Member must include his or her: (i) full name; (ii) address; (iii) cellular telephone number called by Defendant in connection with which Defendant used an artificial or prerecorded voice to demonstrate that the objector is a member of the Settlement Class; (iv) a statement of the objection; (v) a description of the facts and/or legal arguments underlying the objection; (vi) a statement noting whether the objector intends to appear at the Fairness Hearing and an identification of objector's attorney, if any; and (vii) a signature by the Settlement Class Member. No joint, class, combined, collective, mass, or group objections will be valid.

13.3 Settlement Class Members who do not submit a valid and timely objection will be barred from seeking review of the Settlement by appeal, or otherwise.

13.4 If a Settlement Class Member submits both an objection and an exclusion request, he or she will be considered to have submitted an exclusion (and not an objection).

14. Release

14.1 Upon entry of the Final Approval Order, Plaintiff and all Settlement Class Members, on behalf of themselves and their respective, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns (together, the "**Releasors**") will be deemed to have fully released and forever discharged The Money Source, Inc., and each and all of its present, former and future direct and indirect parent companies, affiliates, subsidiaries, successors, retail partners, and/or predecessors in interest and all of the respective officers, directors, employees, attorneys, shareholders, and assigns of the aforementioned (together, the "**Released Parties**"), from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, with respect to any form of relief, including, without limitation, actual and statutory damages, punitive damages, restitution, disgorgement, penalties and injunctive or declaratory relief, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of the use by The Money Source, Inc. of an artificial or prerecorded voice (to the fullest extent that term is used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., relevant regulatory or administrative promulgations and case law), from February 6, 2019 through May 7, 2025, in connection with the calls at issue in this matter, including, but not limited to, claims under or for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and the regulations promulgated thereunder and relevant case law, and all claims for violation of any other state or federal statutory or common law that regulates, governs, prohibits or restricts the use of an artificial or prerecorded voice in connection with outbound calls (the "**Released Claims**").

Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code, which is set forth below:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Cal. Civ. Code § 1542.

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

14.2 Upon the Court's entry of the Final Order and Judgment, Plaintiff and Releasors will release and forever discharge the Released Parties from the Released Claims.

14.3 Plaintiff and Releasors agree and covenant, and each Releasor will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

15. Attorneys' Fees, Costs, Expenses, and Incentive Awards

15.1 Within sixty (60) days after the Preliminary Approval Date, Class Counsel will submit to the Court a request for attorneys' fees to be paid from the Settlement Fund, not to exceed one-third of the Settlement Fund. Defendant may elect to oppose or to take no position with respect to Class Counsel's request.

15.2 Along with the foregoing fee petition, Class Counsel may submit to the Court a request for reimbursement of reasonable litigation costs and expenses not to exceed $17,000.00 to be paid from the Settlement Fund. Defendant may elect to oppose or to take no position with respect to Class Counsel's request.

15.3 Along with the foregoing fee petition, Plaintiff will submit to the Court a request for an incentive award not to exceed $15,000.00 to be paid from the Settlement Fund.

15.4 The Court's order regarding Class Counsel's request for attorneys' fees, costs, and expenses, and Plaintiff's requests for incentive awards, will not affect the finality of the Settlement.

15.5 In the event that the Court declines Class Counsel's request for attorneys' fees, costs, and expenses, or Plaintiff's requests for incentive awards, or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the parties.

16. No Admission of Liability

16.1 This Agreement does not constitute an admission by Defendant that Plaintiff's claims or allegations are true or correct, or that Defendant has violated the TCPA or engaged in any wrongful conduct.

17. Appeals

17.1 If a Settlement Class Member appeals the Final Order and Judgment, Plaintiff and Defendant agree to support the Settlement on appeal.

17.2 Nothing contained in this Agreement is intended to preclude Plaintiff, Defendant, or Class Counsel, from appealing any order inconsistent with this Agreement.

18. <u>Distribution of Settlement Fund</u>

18.1 Within forty-five (45) days of the Finality Date, the Administrator will mail a settlement check (or otherwise provide electronic payment) to each Settlement Class Member, in accordance with Section 11.

18.2 Within five (5) days of the Finality Date, the Administrator will pay to Plaintiff from the Settlement Fund the incentive award approved by the Court.

18.3 Within five (5) days of the Finality Date, the Administrator will pay to Class Counsel from the Settlement Fund the attorneys' fees, costs, and expenses approved by the Court.

18.4 If any money remains in the non-reversionary Settlement Fund after the date that all settlement payments are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash within 120 days), the Administrator, within one hundred and twenty (120) days, shall transmit the funds represented by such void checks to the unclaimed property fund of the state in which the Settlement Class Member was sent notice. In addition, if the Settlement Class Member does not provide the required information, the Administrator will apply "backup withholding" at the rate prescribed by the IRS (currently 24%) and remit that amount to the IRS. Any amount withheld will be reported to the Settlement Class Member. The Administrator shall transmit such funds in accordance with applicable state law. Such funds shall be held as unclaimed funds in the applicable state's unclaimed property funds in the name of the Settlement Class Member.

19. <u>Taxes</u>

19.1 Plaintiff and Defendant agree that the account into which the non-reversionary Settlement Fund is deposited is intended to be and will at all times constitute a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Administrator will timely make elections as necessary or advisable to carry out required duties including, if necessary, the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. These elections will be made in compliance with the procedures and requirements contained in applicable Treasury Regulations promulgated under the Code. It is the responsibility of the Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

19.2 For the purpose of Section 468B of the Code and the Treasury Regulations thereunder, the Administrator will be designated as the "administrator" of the non-reversionary Settlement Fund. The Administrator will cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the non-reversionary Settlement Fund (including, without limitation, tax returns described in Treas. Reg. § 1.468B-2(k)). These returns will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the non reversionary Settlement Fund are to be paid out of the non-reversionary Settlement Fund.

19.3 All taxes arising in connection with income earned by the non-reversionary Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant with respect to any income earned by the non-reversionary Settlement Fund for any period during which the non-reversionary Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes will be paid by the Administrator from the non-reversionary Settlement Fund.

19.4 Any person or entity that receives a distribution from the non-reversionary Settlement Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. These taxes and tax-related expenses will not be paid from the non-reversionary Settlement Fund.

20. Stay

20.1 Plaintiff and Defendant stipulate that all proceedings in connection with the Lawsuit will be stayed until the Court issues its decision regarding final approval of the Settlement.

20.2 The stipulated stay of proceedings will not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve preliminary and final approval of the Settlement.

21. Dispute Resolution

21.1 Any dispute between the Parties relating to the interpretation or application of any provision of the Settlement will be discussed between Class Counsel and counsel for the Defendant in the first instance in an effort to resolve the matter. If they reach an impasse, the matter shall be presented to the Court in the Lawsuit or its designee.

22. Uncashed Checks

22.1 In the event a Settlement Class Member does not cash his or her check after a period of 120 days from issuance, the check will be declared "void." The Administrator shall transmit the funds represented by such void checks to the unclaimed property fund of the state in which the Settlement Class Member was sent notice thereby leaving no unpaid residue. Such funds shall be held as unclaimed funds in the applicable state's unclaimed property funds in the name of the Settlement Class Member.

23. Federal Rule of Evidence 408

23.1 The Parties specifically acknowledge and agree that this Settlement, along with all related drafts, motions, pleadings, conversations, negotiations and correspondence, shall be considered a compromise within the meaning of Federal Rule of Evidence Rule 408, and any equivalent rule of evidence or procedure of any state, and shall not (i) constitute, be construed, be offered, or be received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Lawsuit, or in any other pending or subsequently filed action, arbitration or other proceeding, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (ii) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

23.2 The Parties agree that this Settlement, any orders, pleadings, or other documents entered in furtherance of this Settlement, and any acts in the performance of this Settlement are not intended to be, nor shall they in fact be, admissible, discoverable, or relevant in any case or other proceeding against the Defendant as evidence of any obligation that any party hereto has or may have to anyone, except with regard to the obligations and rights under the Settlement.

23.3 The provisions of this Settlement, and any orders, pleadings or other documents entered in furtherance of this Settlement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof of thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after a hearing upon application of a Party hereto, (iii) in order to establish payment, prior payment for a claimed loss, set off, counterclaim or an affirmative defense in a subsequent case, including *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, (iv) in connection with any motion to dismiss, enjoin or stay a Released Claim, or (v) to obtain Court approval of the Settlement.

24. Miscellaneous

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

24.2 Neither Plaintiff nor Defendant may modify this Agreement, except by a writing that Plaintiff and Defendant execute and that the Court approves.

24.3 All notices required by this Agreement, between Plaintiff, Defendant, Class Counsel, and counsel for Defendant, must be sent by first class U.S. mail, by hand delivery, or by electronic mail, to:

Max S. Morgan
The Weitz Firm, LLC
1515 Market Street #1100
Philadelphia, PA 19102
max.morgan@theweitzfirm.com

Chris R. Miltenberger
Law Office of Chris R. Miltenberger, PLLC
1360 N. White Chapel, Suite 200
Southlake, Texas 76092
chris@crmlawpractice.com

Counsel for Plaintiff and the Settlement Class

Eric E. Lynch
One E. Washington St., Ste. 1200
Phoenix, AZ 85004
Counsel for Defendant

24.4 Section headings in this Agreement are for convenience and reference only, and are not to be taken to be a part of the provisions of this Agreement, and do not control or affect meanings, constructions or the provisions of this Agreement.

24.5 Plaintiff and Defendant will exercise their best efforts, take all steps, and expend all efforts that may become necessary to effectuate this Agreement and to obtain preliminary and final approval by the Court.

24.6 Plaintiff and Defendant drafted this Agreement equally, and it should not be construed in favor of or against either Plaintiff or Defendant.

24.7 This Agreement binds successors and assigns of the parties and Settlement Class Members.

24.8 Plaintiff, Defendant, Class Counsel, and counsel for Defendant, may sign this Agreement in counterparts, and by electronic signature, and the separate signature pages may be combined to create a binding document, which constitutes one instrument. Each of the undersigned signatories represents that he or she is fully authorized to execute this Agreement.

24.9 All Settlement Class Members should monitor the Court's docket for the most current filings and information. The Court, in its discretion, may alter, postpone or amend any deadlines or hearing dates scheduled by the Court in connection with the approval of this Settlement without additional formal notice. Orders concerning any such changes shall be timely posted on the Settlement Website.

24.10 Settlement Class Members should consult their personal tax advisor for assistance regarding any tax ramifications of this Settlement. Settlement Class Counsel, the Defendant, and Defendant's Counsel are not providing any opinion, representation or advice as to the tax consequences or liabilities of Settlement Class Members as a result of any payments or benefits under this Settlement. Nothing in this Agreement should be relied upon by any Settlement Class Member as the provision of tax advice. Settlement Class Members shall hold the Defendant and its Counsel harmless from any federal, state, or foreign tax assessments, interest, and/or penalties that result for any amounts paid or benefits provided under this Agreement, and the Defendant shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Settlement Class Members' tax consequences.

25. Termination

25.1 Either party has the right to unilaterally terminate this Agreement by providing written notice to the other party within ten days of any of the following occurrences: (i) the Court rejects or declines to preliminarily or finally approve this Agreement, after all reasonable efforts are made to obtain preliminary or final approval; (ii) a higher court reverses the Final Approval Order, and this Agreement is not reinstated by the Court on remand without material change or change agreed to by the parties; or (iii) the Finality Date does not occur.

25.2 If this Agreement is not preliminarily or finally approved by the Court, or if the Order granting final approval of the Settlement is not approved, or if any aspect of this Settlement or related preliminary or final approval orders is reversed on appeal or if Plaintiff or Defendant terminate this Agreement as provided herein, the Agreement will be of no force and effect and the parties' rights and defenses will be restored to the *status quo ante* before the Settlement, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Administrator for services rendered to the date of termination will not be refunded to Defendant

26. Survival

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

27. Signatures

27.1 Signatures appear on the following page.

SIGNATURE PAGE

Signed by:

81D2AD9DB7964A7...

Natasha Kantor f/k/a Natasha Hiller

6/2/2026 | 7:28 AM PDT

Date

DocuSigned by:

Max S. Morgan

AAC7ECEA3DBF4F5...

Max S. Morgan
Class Counsel

6/2/2026 | 10:39 AM EDT

Date

DocuSigned by:

Chris Miltenberger

2D8CD59D2BAF40C...

Chris R. Miltenberger
Class Counsel

6/2/2026 | 10:40 AM EDT

Date

Frank Giglio - Managing Counsel
The Money Source, Inc.

Date

Eric E. Lynch
Defendant's Counsel

6/10/2026

Date

EXHIBIT 1

THE MONEY SOURCE TCPA CLASS ACTION
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164

For more information, visit:
www.MoneySourceTCPAClassAction.com

ÍHBcÈ NbÎ

<<barcode text>>

<<Claimant ID>> <<SEQ ID>>
Notice ID: <<secondary ID>>
<<FULL NAME>>
<<ADDRESS>> <<ADDRESS 2>>
<<CITY>> <<STATE>> << ZIP>>

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Hiller v. The Money Source, Inc.
Case No. 2:23-cv-00235-PHX-JJT

This is a notice of a settlement of a class action lawsuit.

This is NOT a notice of a lawsuit against you.

If you were called on your cellular telephone by The Money Source, Inc. with a prerecorded voice after you asked The Money Source, Inc. to stop calling you, you may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

Hiller v. The Money Source, Inc., Case No. 2:23-cv-00235-PHX-JJT (D. Arizona)

A federal court authorized this notice.

This is not a solicitation from a lawyer.

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

What is this lawsuit about? Natasha Hiller filed a class action lawsuit against The Money Source, Inc. ("TMS") alleging TMS violated the Telephone Consumer Protection Act ("TCPA") by placing prerecorded calls to cellular telephone numbers of persons who previously asked TMS to stop calling. TMS denies the allegations and denies it violated the TCPA. The Court has not decided who is right or wrong. The parties have agreed to a settlement.

Why did you receive this notice? You received this notice because you have been identified as a member of the following settlement class: "All persons throughout the United States or its territories (1) to whom Defendant placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service and that appears on the document produced at TMS005442, (3) in connection with which Defendant used an artificial or prerecorded voice, (4) after the called party requested that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, (5) from February 6, 2019 through May 7, 2025." Receiving this notice does not necessarily mean that you are a class member or that you are entitled to compensation. Only persons satisfying the foregoing class definition are class members.

What does the settlement provide? TMS will establish a settlement fund of $1,500,000 to pay for (1) settlement compensation to settlement class members; (2) an award of attorneys' fees not to exceed one-third of the settlement fund, subject to the Court's approval; (3) litigation costs and expenses incurred by class counsel in litigating the claims in this matter not to exceed $17,000, subject to the Court's approval; (4) costs of notice and administration not to exceed $10,000; and (5) a service award to Plaintiff not to exceed $15,000, subject to the Court's approval. It is estimated that each Settlement Class Member will receive approximately $286.00 per call.

What are your legal rights and options? You have three options. **First**, if you received a prerecorded call on your cellular telephone from Defendant from February 6, 2019 through May 7, 2025, after you requested Defendant stop calling you, you may take no action to opt out and remain in the settlement and you will receive a proportionate share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any related claim(s) against Defendant and other released parties. Defendant's records indicate that you received such calls. Please note, that if you are entitled to an amount over $2,000 you must provide a valid taxpayer identification number to the

Administrator or you may be subject to backup withholding. **Second**, you may exclude yourself ("opt out") from the settlement, in which case you will neither receive a share of the settlement fund, nor release any claim(s) you have against Defendant or other released parties. **Third**, if you are a class member you may object to the settlement. *If the settlement is approved, all class members who do not opt out will release any claim(s) against Defendant and other released parties.* To obtain additional information about your legal rights and options, or to access the full class notice, settlement agreement, motion for approval, motion for attorneys' fees, and other important documents, visit www.moneysourceTCPAclassaction.com, or contact the settlement administrator by writing to The Money Source Settlement Administrator, PO BOX 64053, St. Paul, MN, 55164, or by calling [telephone number].

When is the final fairness hearing? The Court will hold a final fairness hearing on [month] [day], 2026, at [time]. The hearing will take place in the United States District Court for the District of Arizona, located at 401 West Washington Street, Phoenix, AZ 85003. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will also hear objections to the settlement, if any.

Tax Identification and Backup Withholding. In order to comply with applicable tax reporting requirements, Settlement Payments may be subject to IRS reporting. Class Members may be required to provide a valid taxpayer identification number (e.g., via IRS Form W-9). We have enclosed a W-9 Form and included a preaddressed prepaid envelope for you to return the form. **Please complete and return the enclosed W-9 form.** You can also return the form by email to: [email address], by faxing it to: [fax number], or by mailing it to the following address: [address].

If a Class Member does not provide the required information, the Settlement Administrator will apply "backup withholding" at the rate prescribed by the IRS (currently 24%) and remit that amount to the IRS. Any amount withheld will be reported to the Class Member and may be claimed as a credit or refund, if applicable, when the Class Member files their federal income tax return. If you have questions about how this may affect you, you are encouraged to consult a tax advisor.

LEGAL NOTICE

This is a notice of a settlement of a class action lawsuit.

This is NOT a notice of a lawsuit against you.

If you were called on your cellular telephone by The Money Source, Inc. with a prerecorded voice after you asked The Money Source, Inc. to stop calling you, you may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

***Hiller v. The Money Source, Inc.*, Case No. 2:23-cv-00235-PHX-JJT (D. Ariz.)**

****

*A federal court authorized this Notice. This is **NOT** a solicitation from a lawyer.*

Natasha Hiller filed a class action lawsuit against The Money Source, Inc. ("TMS") alleging TMS violated the Telephone Consumer Protection Act ("TCPA") by placing prerecorded calls to cellular telephone numbers of persons who previously asked TMS to stop calling. TMS denies the allegations and denies it violated the TCPA. The Court has not decided who is right or wrong. The parties have agreed to a settlement.

Why did I get this Notice?

You received this notice because you have been identified as a member of the following settlement class: "All persons throughout the United States or its territories (1) to whom Defendant placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service and that appears on the document produced at TMS005442, (3) in connection with which Defendant used an artificial or prerecorded voice, (4) after the called party requested that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, (5) from February 6, 2019 through May 7, 2025." Receiving this notice does not necessarily mean that you are a class member or that you are entitled to compensation. Only persons satisfying the foregoing class definition are class members.

<u>What does the settlement provide</u>?

TMS will establish a settlement fund of $1,500,000 to pay for (1) settlement compensation to settlement class members; (2) an award of attorneys' fees not to exceed one-third of the settlement fund, subject to the Court's approval; (3) litigation costs and expenses incurred by class counsel in litigating the claims in this matter not to exceed $17,000, subject to the Court's approval; (4) costs of notice and administration not to exceed $10,000; and (5) a service award to Plaintiff not to exceed $15,000, subject to the Court's approval. It is estimated that each Settlement Class Member will receive approximately $286.00 per call.

<u>YOUR LEGAL RIGHTS AND OPTIONS</u>

<u>Stay in this Settlement</u>. Receive a check. Give up certain rights.

If you stay in the case and do not opt out, you will receive a proportionate share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any related claim(s) against Defendant and other released parties. Defendant's records indicate that you received one or more prerecorded calls on your cellular telephone from Defendant from February 6, 2019 through May 7, 2025, after you requested Defendant stop calling you.

In order to comply with applicable tax reporting requirements, Settlement Payments may be subject to IRS reporting. Settlement Class Members may be required to provide a valid taxpayer identification number (e.g., via IRS Form W-9). We have enclosed a W-9 Form and included a preaddressed prepaid envelope for you to return the form. **<u>Please complete and return the enclosed W-9 form.</u>** You can also return the form by email to: [email address], by faxing it to: [fax number], or by mailing it to the following address: [address].

If a Class Member does not provide the required information, the Settlement Administrator will apply "backup withholding" at the rate prescribed by the IRS (currently 24%) and remit that amount to the IRS. Any amount withheld will be reported to the Class Member and may be claimed as a credit or refund, if applicable, when the Class Member files their federal income tax return. If you have questions about how this may affect you, you are encouraged to consult a tax advisor.

<u>Opt Out</u>. Get out of this lawsuit. Get no benefits from it. Keep rights.

You may exclude yourself ("opt out") from the settlement, in which case you will neither receive a share of the settlement fund, nor release any claim(s) you have against Defendant or other released parties. You may exclude yourself from the lawsuit and keep your right to sue The Money Source, Inc. on your own by sending a letter to the Class administrator at Atticus Administration LLC, 1295 Northland Drive, Suite 160, Saint Paul, MN 55120, stating that you wish to be excluded from the lawsuit. You must exclude yourself from the lawsuit by [DATE]. Your exclusion request must include your name and address.

<u>Object.</u> You may object to the Settlement.

If you are a Settlement Class Member and you want to object to the settlement, you can write to the Court about why you do not like the settlement. The deadline to object is [DATE].

How can you get more information: If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit www.MoneySourceTCPAClassAction.com, write to The Weitz Firm, LLC, Attn: Max S. Morgan, Esq., 1515 Market Street #1100, Philadelphia, PA 19102 or call toll free 1-XXX-XXX-XXXX.

Natasha Hiller v. The Money Source, Inc.
United States District Court for the District of Arizona
Case No. CV-23-00235-PHX-JJT

This is a notice of a settlement of a class action lawsuit.

This is NOT a notice of a lawsuit against you.

You are NOT being sued.

If you were called on your cellular telephone between February 6, 2019 through May 7, 2025 by The Money Source, Inc. ("TMS" or "Defendant") with a prerecorded voice after you asked TMS to stop calling you, you may be entitled to a cash payment as a result of the settlement in the above class action lawsuit.

Receiving notice of this class action, however, does not necessarily mean that you are a class member or that you are entitled to compensation. Only persons who fit within the definition of the Settlement Class can receive money from the Settlement Fund.

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

Please read this notice carefully.

It explains your rights and options to potentially participate in the class action settlement.

- **The Action**: Natasha Hiller ("Plaintiff") filed a Class Action Complaint against TMS, asserting claims under the Telephone Consumer Protection Act ("TCPA"). Plaintiff alleges that she and members of the Class received prerecorded and/or artificial voice telephone calls from Defendant after they asked TMS to stop calling. Defendant denies Plaintiff's allegations. Defendant further asserts that it acted in good faith to comply with all relevant laws. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. Defendant has agreed to enter into the Settlement, and by doing so has not conceded the truth or validity of any of the claims against it.

- **The Class Definition:** All persons throughout the United States or its territories (1) to whom Defendant placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service , (3) in connection with which Defendant used an artificial or prerecorded voice, (4) after the called party requested that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, (5) from February 6, 2019 through May 7, 2025.

- **The Settlement**: TMS will establish a settlement fund of $1,500,000 to fully settle and release claims of persons to whom TMS placed, or caused to be placed, a call, directed to a number assigned to a cellular telephone service and that appears on the document produced at TMS005442, in connection with which Defendant used an artificial or prerecorded voice, after the called party requested that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records from February 6, 2019 through May 7, 2025.

- Your rights and options, and the deadlines to exercise them, are explained more fully in this Notice. **<u>Your legal rights are affected whether you act or don't act</u>**. **<u>Read this Notice carefully</u>**. Some of your rights include:

  - **<u>Your Right to Hire an Attorney:</u>** The Court has appointed Plaintiff's attorneys to act as class counsel. You do not have to pay class counsel. Any Class Member may enter an appearance in this lawsuit through an attorney if the member so desires. You are not required to hire any attorney, however, to exercise your rights, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

  - **<u>How to Exclude Yourself:</u>** To exclude yourself, you must request an exclusion. To be valid, you must mail a written notice of exclusion to the Administrator, so that it is postmarked no later than **[DATE]** (the "Exclusion Request Deadline"). To exclude yourself, follow the procedures described under Question 13 below.

  - **<u>The Binding Effect of a Class Judgment</u>**: Unless you exclude yourself, the Court will find you have agreed to the Settlement, and you will be part of the Settlement Class and will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot pursue or continue to pursue any Released Claim, as explained more fully below, against Defendant or any other Released Parties, whether on your own or as part of any other lawsuit. It also means that all of the Court's orders will apply to you and legally bind you. In summary, unless you exclude yourself, the Court will find you have agreed to release Defendant and any other Released Parties, as defined in the Class Action Settlement Agreement, from any and all claims that were asserted in the litigation and all claims that relate to or arise from Defendant placing telephone calls with prerecorded messages and/or artificial voice.

  - **<u>The Final Approval Hearing</u>**: The Court will hold a Final Approval Hearing at **[DATE AND TIME]** at Room ___ in the United States District Court for the District of Arizona, United States District Court District of Arizona - Phoenix Division, Sandra Day O'Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003-2118. At this hearing, the Court must still decide whether the Settlement is fair, reasonable and adequate.

  - **<u>Exclusion Deadline / Bar Date</u>**: If you do <u>not</u> opt-out or exclude yourself from the Settlement by [**DATE**], you will receive a payment and will give up your rights to pursue or continue to pursue a Released Claim. To exclude yourself, follow the procedures described under Question 13 below.

  - The Court in charge of this case must still decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

<u>Class Counsel Contact Information</u>	<u>Defendant Counsel Contact Information</u>
Max S Morgan, Esq. The Weitz Firm, LLC 1515 Market St., #1100	Eric E. Lynch One E. Washington St., Ste. 1200 Phoenix, AZ 85004

Philadelphia, PA 19102 E-mail: max.morgan@theweitzfirm.com Chris R. Miltenberger Law Office of Chris R. Miltenberger, PLLC 1360 N. White Chapel, Suite 200 Southlake, Texas 76092 E-mail: chris@crmlawpractice.com	E-mail: ELynch@Polsinelli.com Administrator Contact Information The Money Source TCPA Class Action c/o Atticus Administration PO Box 64053 St. Paul, MN 55164 Toll Free: 1-800-679-0774 www.moneysourceTCPAclassaction.com

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
STAY IN THE SETTLEMENT	**If you stay in the Settlement and do not opt-out, you will receive a monetary award if your membership in the class is confirmed and you will give up your rights to pursue or continue to pursue a Released Claim** against Defendant and/or any other Released Parties. You may need to provide the Administrator with your taxpayer identification number, or you may be subject to backup withholding.
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. **This is the only option that allows you to pursue or continue to pursue a Released Claim against Defendant and/or other Released Parties on your own.** The deadline for excluding yourself is [**DATE**].
OBJECT TO THE SETTLEMENT	You may write to the Court about why you believe the Settlement is unfair in any respect, including any requested amounts of attorneys' fees or expenses. The deadline for objecting is [**DATE**]. If you object but do not exclude yourself, you are still part of the Settlement Class and will receive a payment. **If you do not exclude yourself, you will give up your rights to pursue or continue to pursue a Released Claim against Defendant and/or any other Released Parties.**

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit captioned *Natasha Hiller v. The Money Source, Inc.*, Case No. 2:23-cv-00235-

PHX-JJT (D. Arizona). Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What does it mean if I received a postcard or e-mail about this Settlement?

If you received a postcard or e-mail describing this Settlement, it is because Defendant's records indicate that you may be a member of the Settlement Class in this action. The Settlement Class is defined in Question 5 below.

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representative(s) (here, Plaintiff) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called Settlement Class Members. One court resolves the issues for all of the Settlement Class Members, except for those who exclude themselves from the class.

Here, Natasha Hiller alleges that she and members of the class received prerecorded and/or artificial voice telephone calls on their cellular telephone numbers from Defendant after requesting that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephones from February 6, 2019 through May 7, 2025. Defendant denies Plaintiff's allegations that the calls were unlawful whatsoever. Defendant further asserts that Defendant acted in good faith to comply with all relevant laws. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. Defendant has agreed to enter into the Settlement, and by doing so has not conceded the truth or validity of any of the claims against it.

The Court has conditionally certified a class action for settlement purposes only. The Honorable John J. Tuchi is the judge in charge of the lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to this Settlement. That way, they avoid the risk and cost of further litigation and a potential trial, and the Settlement Class Members will receive compensation. Plaintiff and Class Counsel think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am part of the Settlement Class?

The Court has certified this case as a class action for settlement purposes only. The Settlement Class includes:

> All persons throughout the United States or its territories (1) to whom Defendant placed, or caused to be placed, a call, (2) directed to a number assigned to a cellular telephone service and that appears on the document produced at TMS005442, (3) in connection with which Defendant used an artificial or prerecorded voice, (4) after the called party requested that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, (5) from February 6, 2019 through May 7, 2025.

Notwithstanding the foregoing, the Settlement Class specifically excludes persons in the following categories: (A) Defendant and their employees and agents; (B) members of the judiciary; and (C) all persons who file a timely and proper request to be excluded from the Settlement Class in accordance with the Class Action Settlement Agreement.

If you are still not sure whether you are included in the Class Action Settlement Class, you can visit other sections of the Settlement Website, www.moneysourceTCPAclassaction.com or you may write to or call the Administrator for more information:

THE MONEY SOURCE INC., SETTLEMENT ADMINISTRATOR
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164
1-800-679-0774
MoneySourceTCPAClassAction@atticusadmin.com

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed lawyers from the law firms of The Weitz Firm, LLC and Law Office of Chris R. Miltenberger, PLLC as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to one-third (1/3) of the settlement fund to them for attorneys' fees, plus the costs and expenses incurred litigating the claims in this matter, subject to the Court's approval.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. Defendant has agreed to pay $1,500,000.00 to cover: (1) payments to Settlement Class Members; (2) all reasonable costs, fees and any other charges invoiced by the Administrator, including the cost of notice to potential Settlement Class Members, the cost of any publication notice, and claims administration for the Settlement Class; (3) litigation costs and expenses not to exceed $17,000.00, for which Class Counsel will petition the Court; (4) reasonable attorneys' fees, calculated as a percentage of the Settlement Fund, for which Class Counsel will petition the Court; and (5) incentive awards to Plaintiff, for which Plaintiff will petition the Court.

Payments. A pro rata payment from the Settlement Fund will be made to all Settlement Class Members. In order to comply with applicable tax reporting requirements, Settlement Payments may be subject to IRS reporting. Class Members may be required to provide a valid taxpayer identification number (e.g., via IRS Form W-9). **Please complete and return a W-9 form to the Administrator.** You can download the form [here]. You can return the form by email to: [email address], by faxing it to: [fax number], or by mailing it to the following address: [address].

If a Class Member does not provide the required information, the Settlement Administrator will apply "backup withholding" at the rate prescribed by the IRS (currently 24%) and remit that amount to the IRS. Any amount withheld will be reported to the Class Member and may be claimed as a credit or refund, if applicable, when the Class Member files their federal income tax return. If you have questions about how this may affect you, you are encouraged to consult a tax advisor.

9. How much will my payment be?

Settlement Class Members will receive a *pro rata* payment from the Settlement Fund, based on the number of calls such Settlement Class Member received after requesting that Defendant stop placing telephone calls using an artificial or prerecorded voice to their cellular telephone, as recorded in Defendant's business records, after deducting: (i) costs and expenses of administering the Settlement; (ii) class Counsel's attorneys' fees awarded by the Court; (iii) class Counsel's costs and expenses awarded by the Court; and (iv) the service award to Plaintiff approved by the Court.

10. What am I giving up to stay in the Settlement Class?

You are giving up your right to legally pursue the Released Claims, as defined in the Class Action Settlement Agreement. This means that if the Settlement is approved, you cannot pursue or continue to pursue any Released Claim against Defendant or any other Released Parties, whether on your own or as part of any other lawsuit, as explained in the Class Action Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, the Court will find you have agreed to be part of the Settlement Class and have agreed to release Defendant and any other Released Parties, as defined in the Settlement Agreement and Release, from any and all claims that were asserted in the litigation and all claims that relate to or arise from Defendant placing telephone calls with prerecorded messages or artificial voice to you.

In summary, the Released Claims include, without limitation, all claims that were asserted or could have been asserted in the litigation based on Defendant allegedly placing telephone calls with prerecorded messages and/or artificial voice without consent, including, but not limited to, claims under the TCPA or any other statute or the common law, for any form of relief.

If you have any questions about the release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

A notice has been sent by U.S. Mail and e-mail to all persons who have been identified as Settlement Class Members based on Defendant's records. All Settlement Class Members who do not submit timely exclusion requests will be sent a Settlement Payment. If you are entitled to an amount greater than $2,000, you must first provide the Settlement Administrator with your taxpayer identification number or you may be subject to backup withholding.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When will I receive a Settlement payment?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. If there are appeals, it is uncertain when they will conclude, but resolving them can take time, perhaps more than a year. Everyone that does not submit a timely exclusion request will be informed of the progress of the Settlement through information posted on the Settlement Website at www.moneysourceTCPAclassaction.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How can I get out of (i.e., opt-out of or exclude myself from) the Settlement?

If you want to keep your rights to pursue or continue to pursue any Released Claim against Defendant and/or any Released Parties, as defined in the Settlement Agreement and Release, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class. If you exclude yourself, you will not be legally bound by anything that happens in this lawsuit and will not receive a payment.

To exclude yourself from the Settlement, you must submit an exclusion request by mail to the Administrator at:

THE MONEY SOURCE INC., SETTLEMENT ADMINISTRATOR
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164

The exclusion request must be postmarked by **[DATE]**.

To be valid, your exclusion form must be postmarked no later than **[DATE]** (the "Opt-Out Deadline"), and shall clearly state the following in the written notice of exclusion: (a) identify the case name; (b) identify the full name, mailing address, and telephone number of the Class Member requesting exclusion; (c) identify the cellular telephone number(s) where the Class Member received a pre-recorded voice telephone call from Defendant relating to the litigation; (d) contain the statement that indicates a desire to be excluded from the Settlement Class in the litigation, such as "I hereby request that I be excluded from the proposed Settlement Class in *Natasha Hiller v. The Money Source, Inc.*, Case No. 2:23-cv-00235-PHX-JJT (D. Arizona)"; and (e) be personally signed by the Settlement Class Member requesting exclusion. No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

Class, combined, joint, collective, or group opt-outs or exclusions shall be prohibited.

To be valid, your exclusion request must be postmarked no later than [DATE] to the Administrator at The Money Source Inc., Settlement Administrator, c/o Atticus Administration, PO BOX 64053, Saint Paul, MN 55164.

14. If I do not exclude myself, can I sue Defendant for the same thing?

No. If you do not exclude yourself, you give up any rights to pursue (or continue to pursue) any Released Claims against Defendant and/or any Released Parties.

15. If I exclude myself, can I get a benefit from this Settlement?

No. If you ask to be excluded, you will not receive a Settlement payment, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the Settlement is fair?

If you are in the Settlement Class, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys' fees, costs, and expenses.

To be valid, the written objection must include: (a) the case name and number of the litigation; (b) the full name, address, and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel with counsel's contact information; (c) the cellular telephone number(s) where he/she received pre-recorded voice telephone calls from Defendant relating to the litigation and (d) a statement that the person objecting is a Class Member; (e) a statement of each objection, including the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s); (f) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; and (g) the objector's signature.

Class, combined, joint, collective or group objections shall be prohibited.

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

To be considered, you must file your objections with the Court, or mail to the Court at the address below and be postmarked no later than [DATE].:

Clerk of Court
United States District Court District of Arizona - Phoenix Division
Sandra Day O'Connor U.S. Courthouse, Suite 130
401 West Washington Street, SPC 1
Phoenix, AZ 85003-2118

Attention: *Natasha Hiller v. The Money Source, Inc.*, No. 2:23-cv-00235-PHX-JJT (D. Ariz)

Your objections must also be mailed to the addresses below and postmarked no later than [DATE].

For Plaintiff:	For Defendant:
Max S. Morgan, Esq. The Weitz Firm, LLC 1515 Market Street #1100 Philadelphia, PA 19102	Eric E. Lynch, Esq. Polsinelli PC One E. Washington Street, Suite 1200 Phoenix, AZ 85004

If you file an objection, you will still obtain a benefit from this Settlement, unless you exclude yourself from the Settlement.

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you oppose something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive a monetary award and you will give up your rights to pursue or continue to pursue Released Claims against Defendant and/or any other Released Parties. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **[DATE and TIME]** at Room ___ in the United States District Court for the District of Arizona, United States District Court District of Arizona - Phoenix Division, Sandra Day O'Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003-2118. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court will also consider them and will listen to people who have asked to speak at the hearing. The Court will also decide how much to pay to Class Counsel.

The Final Approval Hearing may be moved to a different date or time without additional mailed notice, so please check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include: (a) the case name and number of the litigation; (b) the Settlement Class Member’s full name, address, telephone number, and signature, and, if represented by counsel, their contact information; (c) the cellular telephone number(s) where he/she received a pre-recorded telephone call from Defendant relating to the litigation; (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing; and (e) identify any witnesses that the Settlement Class Member intends to call.

The document must be filed with the Court no later than [**DATE**]. You cannot speak at the hearing if you exclude yourself from the Settlement.

To be considered, you must file your Notice of Intention to Appear with the Court by mailing to the address below and postmarked no later than [DATE].:

Clerk of Court
United States District Court District of Arizona - Phoenix Division
Sandra Day O'Connor U.S. Courthouse, Suite 130
401 West Washington Street, SPC 1
Phoenix, AZ 85003-2118

Attention: *Natasha Hiller v. The Money Source, Inc.*, No. 2:23-cv-00235-PHX-JJT (D. Ariz)

GETTING MORE INFORMATION

22. How do I get more information?

This Notice is only a summary of the proposed Settlement. You can get a complete copy of the Settlement Agreement and other material documents by visiting the Settlement Website, www.moneysourceTCPAclassaction.com, or you can write to the Settlement Administrator at the address below or call the Toll-Free Settlement Hotline, **1-800-679-0774**

The Money Source TCPA Class Action
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT, OR DEFENDANT'S COUNSEL ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.