

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

Peter Blasi, Jr., et al.,

Plaintiffs,

v.

United Debt Services, LLC, et al.,

Defendants.

Case No.: 2:14-cv-0083

Judge Smith

Magistrate Judge Vascura

**STIPULATION AND AGREEMENT OF CLASS ACTION
SETTLEMENT BETWEEN PLAINTIFFS, INDIVIDUALLY AND
ON BEHALF OF A CLASS, AND DEFENDANT UNITED DEBT
SERVICES, LLC**

Plaintiff's
Exhibit
1

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STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (together with all the exhibits, the “Agreement”) is made and entered into by and between Defendant United Debt Services, LLC (“UDS”) and Plaintiffs Peter Blasi, Jr., Jordan Brodsky and Michael J. Cassone (collectively, the “Named Plaintiffs”), individually and on behalf of the Settlement Class (defined herein). This Settlement (defined herein) is intended to fully, finally, and forever resolve, discharge, and settle this Action (defined herein) and the Released Claims (defined herein) with prejudice, upon and subject to the terms and conditions of this Agreement, subject to approval by the United States District Court for the Southern District of Ohio, Eastern Division (the “Court”).

1. **Introduction**

1.1 On January 23, 2014, Named Plaintiffs filed their Complaint against UDS, among others, in the United States District Court for the Southern District of Ohio, Eastern Division where it was assigned the Civil Action No. 2:14-cv-0083, and it was assigned to the Honorable George C. Smith. On April 30, 2014, Named Plaintiffs filed their First Amended Complaint against UDS, among others, in response to a Motion to Dismiss filed by UDS. On December 1, 2015, after conducting substantial discovery, Named Plaintiffs filed their Second Amended Complaint against UDS, among others, alleging one count against UDS for allegedly willfully violating the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* (the “FCRA”). In January 2016, after further discovery, Named Plaintiffs filed their Motion for Class Certification seeking to certify a statewide class of:

Ohio citizens whose consumer reports were used and/or obtained by UDS via prescreened marketing lists provided by AMG Lead Source from June 1, 2011 through June 30, 2014.

1.2 Specifically, Named Plaintiffs have alleged that UDS willfully accessed and used the private consumer report information of Ohioans to market the debt relief services of UDS to

such Ohioans in violation of the FCRA. UDS denies those allegations.

1.3 UDS and the Named Plaintiffs have engaged in extensive written and deposition discovery over the course of more than four years. UDS and the Named Plaintiffs have likewise engaged in lengthy, intensive settlement negotiations over nearly the same course of time.

1.4 As noted above, Named Plaintiffs have moved for class certification. UDS' opposition to that motion is not yet due under the amended case schedule.

1.5 The Parties (defined herein) now wish to effect a complete resolution and settlement of all claims, disputes, and controversies relating to the allegations of the Named Plaintiffs and the Settlement Class with respect to UDS, and to resolve their differences and disputes by settling this Action upon the terms and conditions described in this Agreement in order to avoid the uncertainty, risks, costs, and delays of further litigation against UDS.

1.6 By agreeing to and voluntarily entering into this Settlement and Agreement, there is no admission or concession by UDS, direct or indirect, express or implied, that UDS violated the FCRA, or any other federal, state, or local law, regulation, order, or rule, or otherwise may be liable to Named Plaintiffs, the Settlement Class, or to any Class Member relating to the allegations asserted in the Action or otherwise. UDS specifically denies the allegations of the Named Plaintiffs, individually and on behalf of the Settlement Class, asserted in the Action, and further denies any and all liability to the Named Plaintiffs, the Settlement Class, or any Class Member in connection with UDS' services, offers, mailers, and the methods by which UDS obtains and/or uses information to market its services to any person or entity, including, but not limited to, the Named Plaintiffs, the Settlement Class, and any Class Member. Neither the fact of Settlement, this Agreement, nor any consideration therefor, nor any actions taken to implement the terms of this Agreement are intended to be nor may they be deemed or construed to be an

admission or concession of liability or of the validity of any claim or of any point of law or fact by any Party and shall not be deemed or construed to be an admission or evidence for any purpose.

1.7 The Parties and their counsel have extensively investigated the facts and issues related to the allegations asserted in this Action, and have sufficient information to evaluate Settlement and this Agreement. Arms-length settlement negotiations occurred between the Named Plaintiffs, individually and on behalf of the Settlement Class, and UDS, by and through their respective counsel, over the course of over four (4) years, and this Agreement is the result of those negotiations. Named Plaintiffs and Defendant UDS, and their respective counsel, in light of their knowledge of this Action and their experience, are satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and in the best interests of the Class Members, particularly due to the likelihood that continued litigation would be protracted, entail risks, and involve substantial expense.

1.8 Without admitting or conceding any liability or damages, and in order to avoid the uncertainty, risks, and costs of the Action, the Parties have agreed to settle the claims of Named Plaintiffs, individually and on behalf of the Settlement Class, in the manner and upon the terms and conditions set forth in this Agreement.

2. Certain Definitions

The following terms used in this Agreement and the Settlement, including the terms “Agreement” and “Settlement,” have the meanings specified below:

2.1 “Action” means the matter of *Peter Blasi, Jr. et al. v. United Debt Services, LLC et al.*; Case No. 2:14-cv-0083; currently pending in the United States District Court for the Southern District of Ohio and assigned to the Honorable George C. Smith.

2.2 “Agreement” means this Stipulation and Agreement of Class Action Settlement.

2.3 “CAFA Notice” means the notice contemplated by the Class Action Fairness Act, 28 U.S.C. § 1715(b) to be provided by the Settlement Administrator pursuant to Section 14.1 of this Agreement.

2.4 “Claim Deadline” means the date 45 days following the Final Approval Hearing (defined herein), which date will be stated in the Mailed Notice and Internet Posting.

2.5 “Claim Form” means the claim form attached as Exhibit A to be mailed with the Mailed Notice to all Class Members identifiable by a reasonable search conducted by the Settlement Administrator and by UDS of their respective records, and to those persons who request a Claim Form from the Settlement Administrator. Claim Forms must be timely submitted by Class Members in order to determine their eligibility to participate in the Settlement, as described in Section 8 of this Agreement.

2.6 “Class Member” means a person included within the Settlement Class, and includes Named Plaintiffs, but does not include persons who timely and properly exclude themselves from the Settlement Class in accordance with Section 7 of this Agreement.

2.7 “Class Notice” means any type of notice that has been or will be provided to the Settlement Class pursuant to this Agreement and any additional notice that might be ordered by the Court, including, but not limited to, the Mailed Notice, Claim Form, and the Internet Posting.

2.8 “Class Period” means the time period of June 1, 2011 to June 30, 2014, inclusive of those dates.

2.9 “Consumer” means an individual.

2.10 “Consumer Report” means any written, oral, or other communication of any information by a Consumer Reporting Agency bearing on a Consumer’s credit worthiness, credit

standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

2.11 “Consumer Reporting Agency” means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on Consumers for the purpose of furnishing Consumer Reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing Consumer Reports.

2.12 “Court” means the United States District Court, Southern District of Ohio, Eastern Division

2.13 “Defendant” and “UDS” means United Debt Services, LLC.

2.14 “Defendant’s Counsel” means Beth-Ann E. Krinsky and Lawren A. Zann of Greenspoon Marder LLP, and Ashley L. Olikier of Frost Brown Todd LLC.

2.15 “Distributed Amount” means the sum of eligible claims paid to Class Members by the Settlement Administrator, as described in Sections 8 and 9 of this Agreement.

2.16 “Effective Date” means the last date by which all of the following events have occurred and the following statements are true:

- (a) The Court has entered the Settlement Order and Final Judgment without material modification (except as approved in writing by the Parties); and
- (b) 35 days have passed after entry of the Settlement Order and Final Judgment without any appeal of the Settlement Order and Final Judgment being filed, or, if an appeal or motion to accept jurisdiction of an appeal of the Settlement Order and Final Judgment has been filed, orders have been entered

affirming said Settlement Order and Final Judgment without modification or denying jurisdiction of an appeal and all appeals have been exhausted.

2.17 “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

2.18 “Final Approval” means the Court’s final approval of this Settlement through the entry of the Settlement Order and Final Judgment as provided in Section 5.2 of this Agreement, without material modification (except as approved in writing by the Parties).

2.19 “Final Approval Hearing” and “Fairness Hearing” means the hearing at which the Court will consider the final approval of the Settlement and the entry of the Settlement Order and Final Judgment. The Final Approval Hearing shall not be scheduled for a date less than ninety (90) days following the Mailed Notice.

2.20 “Internet Posting” means the internet website to be created, operated, maintained, and hosted by the Settlement Administrator pursuant to Section 6 of this Agreement.

2.21 “Mailed Notice” means a notice of certification of the Settlement Class and of the Settlement that will be mailed to Class Members as described in Section 6 of this Agreement, and substantially in the form and content of the attached Exhibit B.

2.22 “Named Plaintiffs” means Plaintiffs Peter Blasi, Jr., Jordan Brodsky and Michael Cassone.

2.23 “Notice and Administrative Expenses” means the fees, costs and expenses incurred by the Settlement Administrator in order to carry out its obligations pursuant to this Agreement, including, but not limited to, the CAFA Notice, Claim Form, Class Notice, Mailed Notice, and the Internet Posting. The Notice and Administrative Expenses will exclusively be paid from the Settlement Amount.

2.24 “Parties” means the Named Plaintiffs, the Settlement Class, all Class Members, and Defendant UDS, and “Party” means any of said Parties as the context may require.

2.25 “Person” or “Persons” means natural persons.

2.26 “Plaintiffs” means the Named Plaintiffs and Class Members.

2.27 “Plaintiffs’ Counsel” means Mark Lewis and Elizabeth Mote of Kitrick, Lewis & Harris Co., LPA, , Robert J. Wagoner of Robert J. Wagoner Co., L.L.C., Brian Garvine of Brian M. Garvine Law, LLC, and Jeremy Heck of Luftman, Heck & Associates.

2.28 “Preliminary Approval” means the order entered by the Court: (a) preliminarily approving the terms and conditions of the Settlement and this Agreement as fair and reasonable; (b) directing Class Notice of the pendency of the Settlement Class in this action and of the Settlement be given to Class Members, as provided in this Agreement; (c) approving the manner and form of Class Notice to be provided to Class Members, as described in this Agreement; (d) directing the manner in which and deadline by which Class Members may act to exclude themselves from the Settlement Class; and (e) scheduling a Fairness Hearing at wherein the Court will determine whether this Agreement should be approved as fair, reasonable, and adequate.

2.29 “Released Claims” means those claims described in Section 12.1 of this Agreement that are released by Named Plaintiffs and the Settlement Class under the Settlement as against the Released Parties.

2.30 “Released Parties” means Defendant UDS, and each and all of its past and present parents, subsidiaries, divisions, joint ventures, joint venturers, related and affiliated entities, and all of its past and present predecessors, successors, assigns, attorneys, accountants, representatives, officers, directors, members, managers, shareholders, employees, agents,

independent contractors, and all persons and entities acting on its behalf.

2.31 “Settlement” means the agreement between the Named Plaintiffs, individually and on behalf of the Settlement Class, and UDS to fully, finally, and forever settle, compromise, and resolve each and every claim or cause of action, whether known or unknown, that the Named Plaintiffs and the Class Members have, had, or could have brought in the Action, as described in this Agreement and the accompanying documents attached hereto.

2.32 “Settlement Administrator” means Garden City Group, LLC, the entity retained by the Parties at Defendants’ expense to administer the Settlement as described in this Agreement, and its agents and employees.

2.33 “Settlement Amount” means the common fund of Five Hundred Thousand Dollars (\$500,000), which will be the total aggregate amount that Defendant shall be obligated to pay pursuant to the terms of this Agreement and Settlement, if approved, including, but not limited to, the Distributed Amount, the Notice and Administration Expenses, Named Plaintiffs’ incentive award, if any, and Plaintiffs’ Counsel’s fees and costs award, if any, which is inclusive of any interest under Ohio Rev. Code Section 1343.03. The Settlement Amount shall constitute the entire monetary consideration to be paid by or on behalf of UDS in connection with the Settlement and this Agreement, shall constitute Defendant’s exclusive and only payment obligation under this Agreement and Settlement, and shall be exclusively used to pay any and all: (i) Distributed Amount; (ii) Notice and Administration Expenses; (iii) Named Plaintiffs’ incentive award, if any; and (iv) Plaintiffs’ Counsel’s fees and costs award, if any.

2.34 “Settlement Class” means the class of persons defined by Section 4.1 of this Agreement, and includes Named Plaintiffs, but does not include any persons who timely and properly elect to be excluded from the Settlement Class, as described in Section 7 of this

Agreement.

2.35 “Settlement Order and Final Judgment” means the order and final judgment approving and incorporating this Agreement and the Settlement as binding upon the Parties and dismissing with prejudice the claim(s) in the Action asserted against UDS by the Named Plaintiffs’, individually and on behalf of the Settlement Class, that is entered by the Court substantially in the form and content attached hereto as Exhibit C without material modification (except as approved in writing by the Parties).

3. No Admission of Liability or Elements of Class Certification

3.1 UDS’ Denial of Wrongdoing or Liability: UDS has asserted and continues to assert many defenses in this Action and has expressly denied and continues to deny any fault, wrongdoing, or liability whatsoever arising out of the conduct alleged in the Action. UDS expressly denies any fault, wrongdoing, or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Action. UDS expressly acknowledges and agrees that neither the fact of, nor any provision contained in, this Agreement, nor any of the implementing documents or actions taken under them, nor UDS’ willingness to enter into the Settlement and this Agreement, nor the content or fact of any negotiations, communications, and discussions associated with the Settlement and this Agreement shall constitute or be construed as an admission by or against UDS or any of the Released Parties of any fault, wrongdoing, violation of law or liability whatsoever, the validity of any claim or fact alleged in the Action, or any infirmity of any defenses asserted by UDS in the Action.

3.2 No Admission by UDS of Elements of Class Certification: UDS denies that a class should be certified other than for purposes of the Settlement, and reserves its rights to contest any class certification motion. Nothing in this Agreement shall be construed as an admission by UDS or any of the Released Parties that this Action or any similar class is

amenable to class certification. Furthermore, nothing in this Agreement shall prevent UDS from opposing class certification or seeking decertification of the conditionally certified Settlement Class if Final Approval of this Settlement is not obtained, or not upheld on appeal, including review by the United States Supreme Court.

4. Certification of Settlement Class for Settlement Purposes Only

4.1 The Parties hereby agree, subject to the approval of the Court, the Action shall be deemed, for purposes of settlement only, to satisfy the requirement for class certification pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, and shall be certified as a class for settlement purposes only. The Settlement Class for all purposes hereunder shall be defined as follows:

Ohio citizens whose consumer reports were used and/or obtained by UDS via prescreened marketing lists provided by AMG Lead Source from June 1, 2011 through June 30, 2014.

Excluded from the Settlement Class are:

- a. Defendant and all Persons who are or were during the Class Period directors, officers, employees, partners, principals, shareholders, or agents of Defendant and the immediate family of all such Persons;
- b. any currently sitting member of the Ohio judiciary and the immediate family of all such Persons; and
- c. Plaintiffs' Counsel, Defendant's Counsel of record, and the immediate family of all such Persons.

UDS has agreed to certification of the Settlement Class for settlement purposes only. Any class certification order entered in this Action pursuant to the Settlement, this Agreement, or otherwise shall not constitute a waiver or admission, in this or in any other proceeding, by UDS of a finding or evidence that the Named Plaintiffs' claims, or those of any Class Member, are appropriate for class treatment or that any requirement for class certification is otherwise satisfied in this Action. In the event that the Settlement or this Agreement does not become

effective, either because the Effective Date does not occur for any reason whatsoever or because the Agreement is later determined or declared to be null and void, the Court's Preliminary Approval certifying a class for settlement purposes shall be null and void and shall no longer be in effect. By entering into the Settlement and this Agreement, UDS in no way waives its right to challenge the Named Plaintiffs' allegations that a class may be certified in this Action.

4.2 As provided in Section 7 of this Agreement, any Class Member individually may elect to opt out of the Settlement Class, within the time and in the manner specified in the Class Notice, including, but not limited to, the Claim Form, Internet Posting, and/or Mailed Notice, and the order of Preliminary Approval, with the effect that the rights of each such Class Member who timely and validly opts out shall not be affected by the Settlement and this Agreement. Except for Class Members who are deceased or incapacitated, such opt out rights may only be exercised individually by a Class Member, and not by any other Person or entity in a representative capacity.

5. **Preliminary Approval and Final Approval**

5.1 Within **sixty (60) days** of executing this Agreement, Named Plaintiffs shall move the Court to enter an order of Preliminary Approval of the Settlement preliminarily approving this Settlement as fair, just, reasonable, and adequate, approving Class Notice as described in Section 6 of this Agreement, and setting a Final Approval Hearing to consider Final Approval of the Settlement and any objections thereto.

5.2 At or before the Final Approval Hearing, Named Plaintiffs shall move the Court to approve and enter the Settlement Order and Final Judgment, substantially in the form of the attached Exhibit C, granting Final Approval of the Settlement as fair, reasonable, adequate, and binding on all Class Members who have not timely and validly excluded themselves, awarding

Plaintiffs' Counsel's fees and costs, if any, as set forth in Section 10 of this Agreement, awarding Named Plaintiffs' an incentive award, if any, as set forth in Section 10 of this Agreement, effecting the releases as set forth in Section 12 of this Agreement, dismissing the Action with prejudice against UDS, and such other provisions as set forth in the Settlement Order and Final Judgment.

5.3 If the Court refuses to issue Preliminary Approval of the Settlement and this Agreement, or to issue Final Approval of the Settlement and this Agreement, or grants Preliminary Approval or Final Approval of the Settlement with a material change from this Agreement, or issues the Settlement Order and Final Judgment materially different from that attached as Exhibit C, or the Settlement Order and Final Judgment is reversed or modified on appeal, then the Settlement and this Agreement in its entirety shall become null and void, unless the Parties promptly agree in writing to proceed with the Settlement and this Agreement consistent with the change or modification under which the Settlement and this Agreement is otherwise rendered null and void. In the event this Agreement becomes null and void as described in this Section 5.3, the Parties shall be restored without prejudice to their respective litigation positions in the Action prior to execution of this Agreement.

5.4 The Parties and their counsel shall undertake all reasonable efforts that are in good faith necessary and appropriate to obtain the Court's Preliminary Approval and Final Approval of the Settlement and this Agreement and entry of the Court's Settlement Order and Final Judgment approving and adopting the Settlement and this Agreement.

6. **Notice and Claim Form**

6.1 UDS agrees to create by a good faith effort and at its separate expense a list of the names of Class Members based on the definition of the Settlement Class and their last known

addresses, as reflected by UDS' search of its records. UDS shall deliver such list of Class Members to the Settlement Administrator and Plaintiffs' Counsel **within thirty (30) days** after Preliminary Approval. The list of Class Members will remain the confidential property of UDS, and Plaintiffs' Counsel and Named Plaintiffs agree to keep the list of the names of Class Members described in this Section 6.1, including any and all copies and portions thereof, confidential until the Effective Date. During the period of confidentiality described in this Section 6.1, Plaintiffs' Counsel and Named Plaintiffs agree to use the list of the names of Class Members, including any and all copies and portions thereof, only for the purpose of guiding communications initiated by and between persons who received Mailed Notice of the Settlement or otherwise heard about the Settlement and the Claims Administrator. During the period of confidentiality described in this Section 6.1, Plaintiffs' Counsel and Named Plaintiffs agree to not use the list of the names of Class Members described in this Section 6.1, including any and all copies and portions thereof, to initiate communication with any person identified on the list of names of Class Members as described in this Section 6.1.

6.2 No later than **sixty (60) days** after Preliminary Approval, the Settlement Administrator shall cause Class Notice to be disseminated to each Class Member through mailing by first class U.S. mail a singular Mailed Notice to the last known address of each Class Member identifiable by reference to Defendant's records with the envelope containing conspicuous notice to the U.S. Postal Service, "Return Service Requested." The Settlement Administrator shall make reasonable efforts to obtain updated address information for any Mailed Notice that is returned by the U.S. Postal Service pursuant to the "Return Service Requested" notice. The Mailed Notice shall be in substantially the same content and form as the attached Exhibit B, and shall also be accompanied by a Claim Form in substantially the same

content and form as the attached Exhibit A. All costs and expenses of Class Notice, including, but not limited to, the Mailed Notice, shall be deemed part of the Notice and Administrative Expenses to be exclusively paid from the Settlement Amount.

6.3 For any Class Member for whom Defendant has only a name in their records, and not a last known address, or for whom the Settlement Administrator received any Mailed Notice that is returned by the U.S. Postal Service, the Settlement Administrator shall search the U.S. Postal Services National Change of Address database and any other reasonably available databases available to the Settlement Administrator to identify missing addresses, and for all persons for whom such search identifies a single possible match within Ohio, cause a Mailed Notice to be mailed to that person at that address.

6.4 On or before the date that the Mailed Notice is issued, the Settlement Administrator shall create, maintain, administer, and monitor the Internet Posting to assist in settlement administration. The Internet Posting, the address of which will be referenced in the Mailed Notice, will provide access to copies of the following documents: this Agreement (without exhibits), the order of Preliminary Approval, answers to frequently asked questions as agreed to by the Parties, the mailing address of the Settlement Administrator, and a Claim Form. The Internet Posting will also identify such additional information as the Parties may agree upon by prior written approval. The Internet Posting shall remain live until the deadline for the submission of Claim Forms, after which it will display information regarding the status of the Settlement until the conclusion of the Action. All costs and expenses of Class Notice, including, but not limited to, the Internet Posting, shall be deemed part of the Notice and Administrative Expenses to be exclusively paid from the Settlement Amount.

7. **Requests for Exclusion and Notice of Intent to Object**

7.1 The Mailed Notice and Internet Posting shall contain information about how a proposed Class Member may opt-out of the Settlement (*i.e.*, a request to be excluded from the Settlement Class) as well as the potential implication of doing so. Pursuant to Section 7.2 of this Agreement, any proposed Class Member seeking to be excluded from the Settlement Class must send a written request for exclusion to the Settlement Administrator (a “Request for Exclusion”), at an address or email address designated in the Mailed Notice and Internet Posting, and postmarked or sent electronically by the Claim Deadline, which date will be stated in the Mailed Notice and Internet Posting. The Request for Exclusion must contain the proposed Class Member’s original signature, current postal address and telephone number, the last four digits of the proposed Class Member’s Social Security number, and a specific statement that the proposed Class Member wants to be excluded from the Settlement Class.

7.2 To be effective, a Request for Exclusion must include the proposed Class Member’s name and current postal address and telephone number, the last four digits of the proposed Class Member’s Social Security number, a clear and unequivocal statement that the proposed Class Member wishes to be excluded from the Settlement Class, and the signature of the proposed Class Member or, in the case of a proposed Class Member who is deceased or incapacitated, the signature of the legally authorized representative of such proposed Class Member.

7.3 Requests for Exclusion that do not comply with Section 7.2 of this Agreement are invalid.

7.4 Within **seven (7)** days after the Claims Deadline the Settlement Administrator shall submit to Plaintiffs’ Counsel and Defendant’s Counsel a report of the names and addresses

of all proposed Class Members who have timely and validly submitted a Request for Exclusion thereby excluding themselves from the Settlement Class. Upon the reasonable request of Defendant's Counsel or Plaintiffs' Counsel, the Settlement Administrator shall make available for inspection and copying any Requests for Exclusion it has received.

7.5 Any proposed Class Member who does not timely and validly submit a Request for Exclusion, as described in this Section 7 of this Agreement, may object to the Settlement by filing with the Court a written notice of intent to object (a "Notice of Intent to Object"), with a copy served on the Settlement Administrator, Plaintiffs' Counsel, and Defendant's Counsel at the addresses provided in the Mailed Notice and Internet Posting. A Notice of Intent to Object must be filed with the Court no less than thirty (30) days before the Final Approval Hearing, and must contain the following information:

- (a) the name, address, telephone number, and signature of the objecting Class Member;
- (b) the specific reasons for the Class Member's objections to the Settlement, and a detailed statement of the factual and legal basis for such objections;
- (c) the identity of all witnesses, including such witnesses' name and address, and a summary of such witnesses' proposed testimony, who the objecting Class Member may call to testify at the Final Approval Hearing, and describe and produce copies of all evidence such objecting Class Member may offer at the Final Approval Hearing; and
- (d) a statement whether the objecting Class Member and/or his or her attorney(s) intends to appear at the Final Approval Hearing. Any attorney of an objecting Class Member who intends to appear at the Final Approval Hearing must enter a

written Notice of Appearance of Counsel with the Clerk of the Court no later than the date set by the Court in its Preliminary Approval order and shall include the full caption and case number of each previous class action case in which such counsel has represented an objector.

7.6 Any Class Member who does not timely and validly file a Notice of Intent to Object in accordance with this Section 7 of this Agreement shall waive 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.

8. Claims Process and Determination of Eligibility for Compensation

8.1 As described in the Class Notice, any Class Member who desires to participate in the disbursement of compensation under the Settlement must return a completed and signed Claim Form to the Settlement Administrator, postmarked or sent electronically before the Claims Deadline, to the address or email address stated in the Class Notice. Any Class Member who fails to timely return a completed and signed Claim Form by the Claims Deadline shall not be eligible to participate in the disbursement of compensation to Class Members under the Settlement.

8.2 Class Members who timely return a completed and signed Claim Form to receive a disbursement of compensation under the Settlement will receive compensation as described in this Agreement. Proposed Class Members who do not timely return a completed and signed Claim Form, or who timely and validly submit a Request for Exclusion thereby excluding themselves from the Settlement Class, are not eligible for compensation under the Settlement.

8.3 The Settlement Administrator will review returned Claim Forms to determine if they were timely postmarked or sent electronically and to determine proposed Class Members'

eligibility for compensation under this Agreement by confirming that the proposed Class Member's identity matches the class list provided by UDS. As necessary, the Settlement Administrator may contact proposed Class Members who submit Claim Forms to gather additional or omitted information in order to determine their eligibility for compensation. The amount of compensation due any Class Member will be determined solely by reference to this Agreement.

8.4 Within **sixty (60)** days after the Claims Deadline, the Settlement Administrator shall notify Plaintiffs' Counsel and Defendant's Counsel in writing of those persons who have submitted claims that the Settlement Administrator has determined; (a) are untimely or were not signed; or (b) fail to comply with the requirements set forth in this Agreement for any other reason. Within **thirty (30)** days after such notice from the Settlement Administrator, Plaintiffs' Counsel and Defendant's Counsel shall send written notice to the other, objecting to any individual claims determinations of the Settlement Administrator. Objections not submitted within that time period will be deemed waived. Upon receipt of timely objections by either Party to claims determinations by the Settlement Administrator, the Parties will attempt to resolve such objections in good faith. Any objections to claims determinations not resolved within **thirty (30)** days after notice of objections is provided shall be submitted in writing to the Court for final, binding, and non-appealable determination. Subject to the foregoing, the determination by the Settlement Administrator of any proposed Class Member's eligibility for and amount of compensation under this Agreement shall be final and shall not be subject to any further review or appeal.

8.5 All proposed Class Members or other persons who submit Claim Forms who are not within the Class, or for whom the criteria listed in Section 8.4 of this Agreement apply, will

be notified in writing by the Settlement Administrator that they are not eligible to participate in the Settlement along with a brief statement of why they are ineligible.

8.6 Those Class Members who timely deliver completed and signed Claim Forms, and who are eligible to participate in the Settlement, will be paid compensation as follows: each will receive an equal pro rata share of the Settlement Amount, as further described in Sections 9 and 10 of this Agreement.

8.7 The Settlement Administrator shall maintain records of all Claim Forms and all determinations of the eligibility for and amount of compensation payments to Class Members, and shall make those records available for review upon the reasonable request of Plaintiffs' Counsel or Defendant's Counsel. The Settlement Administrator shall retain all records of Claim Forms filed, correspondence with proposed Class Members, and checks issued pursuant to this Agreement for a minimum period of one year after disbursements under the Settlement and this Agreement have been completed.

9. **UDS Payment Terms and Disbursements for the Benefit of Class Members**

9.1 To satisfy its agreement to pay the total Settlement Amount of \$500,000 to settle this Action, Defendant UDS agrees to begin making monthly installments within **thirty (30)** days of the effective date of this Agreement (*i.e.*, when the parties have fully executed this Agreement) and to thereafter make equal monthly installment payments no later than the last day of each consecutive month for a total of twelve (12) months consecutively. Each of the first eleven (11) monthly payments equal \$41,666.66, and the final payment in month twelve equals \$41,666.74, for a total amount of \$500,000. Defendant UDS agrees to establish an account with the Settlement Administrator and deposit the Settlement Amount of \$500,000 into that account in the monthly increments described in the preceding sentence of this Section 9.1. UDS'

obligation(s) to fund the Settlement is expressly limited to the Settlement Amount. The Settlement Amount shall only be used in the manner and for the purposes provided for in this Agreement. No portion of the Settlement Amount shall be disbursed except as expressly provided herein.

9.2 Settlement Administrator shall advise Plaintiff's Counsel and Defendant's Counsel upon its receipt of each monthly installment payment from or on behalf of UDS pursuant to the Settlement and this Agreement. Settlement Administrator agrees to provide Plaintiff's Counsel and Defendant's Counsel documentation in the form of bank statements or the like, if requested, in order to permit Plaintiff's Counsel and Defendant's Counsel to verify that monthly installment payments have been made, and are being maintained, as required under this Agreement.

9.3 If UDS fails to make any monthly installment payment, Settlement Administrator shall notify Plaintiff's Counsel and Defendant's Counsel in writing as described in Section 14.12 of this Agreement. UDS shall then have **seven (7)** days from its and its counsel's receipt of the notice referred to in the preceding sentence of this Section 9.3 within which to cure the default by making the missed monthly installment payment. If UDS fails to cure the default or, if UDS is late with a monthly installment payment more than three times, Plaintiff's Counsel may engage in any lawful actions to enforce and collect the monies owed under this Agreement.

9.4 Within **ten (10)** business days after the Effective Date, the Settlement Administrator shall pay to Plaintiffs' Counsel from the Settlement Amount Plaintiffs' Counsel's attorney fees and costs, if any, as provided in Section 10 of this Agreement. To the extent the Settlement Amount has not yet been funded in an amount equal to or exceeding Plaintiffs' Counsels' attorney fees and costs, if any, as provided in Section 10 of this Agreement within ten

(10) business days after the Effective Date, the Settlement Administrator shall pay to Plaintiffs' Counsel from the Settlement Amount such attorney fees and costs until such time as such attorney fees and costs have been fully paid.

9.5 Within **ten (10)** business days after the Effective Date, the Settlement Administrator shall pay to Named Plaintiffs from the Settlement Amount Named Plaintiffs' incentive award(s), if any, as provided in Section 10 of this Agreement. To the extent the Settlement Amount has not yet been funded in an amount equal to or exceeding Named Plaintiffs' incentive award(s), if any, as provided in Section 10 of this Agreement within ten (10) business days after the Effective Date, the Settlement Administrator shall pay to Named Plaintiffs from the Settlement Amount such incentive award until such time as such incentive award has been fully paid.

9.5 Within **thirty (30)** calendar days after the Effective Date, the Settlement Administrator will commence distribution of compensation payments to eligible Class Members as described in Section 8 of this Agreement. The Settlement Administrator will use its best efforts to complete distribution of compensation payments within thirty (30) days after the last monthly installment payment made by UDS to Settlement Administrator as described in Section 9.1 of this Agreement.

9.5 Disbursements to Class Members shall be made by checks issued by the Settlement Administrator in the names of the eligible Class Member(s) in the amount described in Section 8.6 of this Agreement, and the terms of such checks shall require negotiation within **forty-five (45)** days of the instruments' date. Negotiation of the instrument within forty-five (45) days of the instrument date is a condition precedent to the Class Member's right to such funds. Disbursements to Class Members shall be accompanied by notice advising the recipient of the

compensation payments of these terms. The date checks are issued by the Settlement Administrator to Class Members shall be the settlement date for purposes of Ohio Rev. Code Section 1343.03, and no interest shall accrue or be due on payments to Class Members.

9.6 Disbursements to Class Members shall be accompanied by notice advising the recipient of the compensation payments and shall include the appropriate release as described in Section 12 of this Agreement.

9.7 Checks shall be mailed by the Settlement Administrator to Class Members at their last known addresses as shown on their submitted Claim Forms.

9.8 Within **sixty (60)** calendar days after mailing of all compensation payments to Class Members, the Settlement Administrator shall report in writing to Plaintiffs' Counsel and Defendant's Counsel the total number of checks and total amount of such payments that are: (a) issued to Class Members; (b) returned as undeliverable or are not forwarded by the U.S. Postal Service; (c) not negotiated within forty-five (45) days of the instrument's date; and (d) deposited and/or cashed by Class Members. The total value of compensation payments reported by the Settlement Administrator under this Section 9.8 that were issued to Class Members and cashed by them and not voided as unclaimed or stale shall be referred to hereunder as the "Distributed Amount." Any Settlement Amount deposited by or on behalf of Defendant UDS with the Settlement Administrator pursuant to Section 9.1 of this Agreement that is not disbursed pursuant to the Settlement after sixty (60) calendar days following the mailing of the last compensation payment to Class Members shall be returned to UDS, as appropriate.

10. **Attorneys' Fees, Costs, and Incentive Compensation**

10.1 On or before **ten (10)** business days before the Final Approval Hearing, Plaintiffs' Counsel shall apply to the Court for an award of attorneys' fees and reimbursement of expenses

and costs in connection with the representation of the Settlement Class in this Action, to be paid exclusively from the Settlement Amount, which application shall be subject to approval by the Court. The application(s) shall be noticed to be heard at the Final Approval Hearing.

10.2 Plaintiffs' Counsel's application(s) for an award of attorneys' fees and reimbursement of expenses and costs, and any and all matters related thereto, shall not be considered part of this Agreement, and the application(s) for an award of attorneys' fees and reimbursement of expenses and costs, and any and all matters related thereto, including, but not limited to, the reasonableness thereof, shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement and this Agreement. Notwithstanding the foregoing, Plaintiffs' Counsel and Defendant's Counsel agree that any and all award(s) of attorneys' fees and reimbursement of expenses and costs shall be paid exclusively out of the Settlement Amount.

10.3 UDS shall have no responsibility for, or any liability whatsoever with respect to, the payment of any and all award(s) of attorneys' fees and reimbursement of expenses and costs to Plaintiffs' Counsel. The Released Parties shall have no responsibility for and shall have no liability whatsoever with respect to the allocation among Plaintiffs' Counsel and/or any other person who may assert a claim thereto, of any attorneys' fees or expenses and costs that the Court may award. The sole source of any payment of any such award(s) shall be the Settlement Amount. Attorneys' fees and expenses and costs in the amount approved by the Court shall be paid through distribution from the Settlement Administrator pursuant to Section 9.4 of this Agreement, but before any compensation payments are mailed to any Class Member as described in Section 9 of this Agreement. The pro rata share of the Settlement Amount to be received by each Class Member as described in Section 8.6 of this Agreement shall be calculated after the

Settlement Administrator distributes any award(s) of attorneys' fees and reimbursement of expenses and costs.

10.4 On or before **ten (10)** business days before the Final Approval Hearing, Plaintiffs' Counsel shall apply to the Court for an incentive award, to be paid exclusively out of the Settlement Amount, in an amount not to exceed Nine Thousand U.S. Dollars (US\$ 9,000.00) to be paid to the Named Plaintiffs serving as class representatives in support of the Settlement in equal amounts of Three Thousand U.S. Dollars (US\$ 3,000.00). To the extent the Court approves an incentive award in an amount less than described in this Section 10.4, the difference will remain with the Settlement Administrator to be distributed pursuant to Sections 8.6 and 9 of this Agreement.

10.5 Plaintiffs' Counsel's application for an incentive award to be paid to the Named Plaintiffs, and any and all matters related thereto, shall not be considered part of this Agreement, and application(s) for an incentive award, and any and all matters related thereto, including, but not limited to, the reasonableness thereof, shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement and this Agreement. Notwithstanding the foregoing, Plaintiffs' Counsel and Defendant's Counsel agree that any and all incentive award(s) shall be paid exclusively out of the Settlement Amount.

10.5 Neither UDS nor the Released Parties shall have any responsibility for, or any liability whatsoever with respect to, the payment of any and all incentive award(s) to Named Plaintiffs. Neither UDS nor the Released Parties shall have any responsibility for, or any liability whatsoever with respect to, the allocation among Named Plaintiffs of any incentive award(s) that the Court may award in this Action. The sole source of any payment of any such incentive award(s) shall be the Settlement Amount. The incentive award(s) in the amount approved by the

Court shall be paid through distribution from the Settlement Administrator pursuant to Section 9.5 of this Agreement, but before any compensation payments are mailed to any Class Member as described in Section 9 of this Agreement. The pro rata share of the Settlement Amount to be received by each Class Member as described in Section 8.6 of this Agreement shall be calculated after the Settlement Administrator distributes any incentive award(s) to Named Plaintiffs.

11. Settlement Administration Costs

11.1 The Notice and Administrative Expenses incurred by the Settlement Administrator in order to carry out its obligations pursuant to the Settlement and this Agreement, including, but not limited to, any fees and costs associated with CAFA Notice and Class Notice, shall be paid exclusively from the Settlement Amount.

11.2 In addition to the Notice and Administrative Expenses to be paid exclusively from the Settlement Amount as described in Section 11.1 of this Agreement, all of the following must also be exclusively paid from the Settlement Amount: (i) incentive award(s) to the Named Plaintiffs, inclusive of any interest; (ii) payments to Plaintiffs' Counsel for attorney fees and reimbursement for expenses and costs, inclusive of any interest; and (iii) the Distributed Amount, inclusive of any interest. Indeed, the Settlement Amount shall constitute the entire monetary consideration to be paid by or on behalf of UDS in connection with the Settlement and this Agreement.

11.3 Upon request, the Settlement Administrator shall timely report to Plaintiffs' Counsel and Defendant's Counsel the actions it has taken in connection with administration of this Settlement. The Parties, Plaintiffs' Counsel, and Defendant's Counsel shall in good faith cooperate in the implementation of the Settlement and this Agreement.

12. **Release and Covenant Not to Sue**

12.1 Upon entry by the Court of the Settlement Order and Final Judgment in this Action, Named Plaintiffs and all Class Members who have not timely and properly excluded themselves, regardless of whether such Class Members have claimed or obtained benefits hereunder, and on behalf of each of their respective successors, agents, assigns, heirs, executors, trustees, guardians, wards, administrators, representatives, spouses, partners, and all those acting or purporting to act on their behalf shall release and forever discharge the Released Parties from any and all claims, charges, complaints, lawsuits, grievances, obligations, promises, agreements, controversies, actions, suits, costs, losses, penalties, fees, expenses (including attorneys' fees and costs actually incurred) rights, counts, causes of action, damages, judgments, executions, attachments, debts, demands, liabilities, punitive damages, and obligations of every kind, nature, character, type, or description whatsoever, whether known and unknown, existing or potential, or suspected or unsuspected that Named Plaintiffs and all Class members who have not timely and properly excluded themselves from the Settlement ever had, now have, may have, or hereafter assert, in law or equity, class or individual, suspected or unsuspected, concealed or unconcealed, tangible or intangible, whether sounding in contract, tort, fraud, constructive fraud, fiduciary duty, unjust enrichment, or any other theory, or that were asserted or could have been asserted by any Class Member or Named Plaintiffs, individually and/or on behalf of the Settlement Class, in this Action against Released Parties, for any injury, harm, or damages based on, relating to, or arising out of, in whole or in part, the allegations asserted in the Action.

12.2 Effective upon the entry by the Court of the Settlement Order and Final Judgment in this Action, Named Plaintiffs and all Class Members who have not timely and validly submitted a Request for Exclusion thereby excluding themselves from this Settlement hereby

covenant not to sue the Released Parties in respect to any or all of the Released Claims identified in Section 12.1 of this Agreement, and agree not to file, institute, maintain, collect, proceed against, or seek to establish liability against UDS in any federal, state, or local court or forum, in or before any administrative agency, or in any other proceeding, based upon, arising out of, or related to, in whole or in part, the Released Claims. In the event any member of the Settlement Class who does not timely and validly submits a Request for Exclusion thereby excluding themselves from this Settlement institutes or is a party to any action described in the preceding sentence of this Section 12.2, the claim shall be immediately dismissed with prejudice upon presentation of this Agreement.

12.3 Named Plaintiffs, for themselves and the Settlement Class, accept and assume the risk that if any fact or circumstances found, suspected, or claimed hereafter to be other than or different from the facts or circumstances now believed to exist, the release and covenant not to sue set forth in Sections 12.1 and 12.2 of this Agreement shall remain effective notwithstanding any such difference in any such facts or circumstances.

12.4 Effective upon entry by the Court of the Settlement Order and Final Judgment, all claims of Named Plaintiffs and of all Class Members shall be dismissed with prejudice and without costs. Provided, however, that the Court shall retain jurisdiction over the interpretation, enforcement, and implementation of this Agreement and the Settlement.

12.5 Named Plaintiffs agree that UDS has offered consideration for the Released Claims by Class Members, regardless of whether Class Members file Claim Forms, are eligible for compensation payments, or receive or negotiate the checks described in Section 9 of this Agreement.

12.6 This Agreement and the Settlement reflects, among other things, the compromise and settlement of disputed claims, and neither this Agreement, the Settlement, nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement or the Settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, or of any point of fact or law, including, but not limited to, the propriety of class certification, on the part of any Party. UDS denies the allegations of the Second Amended Complaint filed in this Action and denies a class should be certified other than for purposes of the Settlement.

13. **Termination and Suspension**

13.1 Defendant's willingness to enter into this Agreement and the Settlement and to agree to the certification of a conditional Settlement Class is dependent upon achieving finality in this Action and avoiding the uncertainties, risks, costs, and delays associated with this Action. Accordingly, Defendant shall have the unilateral and exclusive right to individually terminate this Agreement and the Settlement, declare it null and void, and have no further obligation under this Agreement or the Settlement if any of the following conditions subsequently occur:

- a. The Court fails or declines to grant Preliminary Approval;
- b. The Court's Preliminary Approval does not contain the confidentiality provisions as described in Section 6.1 of this Agreement;
- c. More than 5% of the proposed Settlement Class timely and validly submit Requests for Exclusion thereby excluding themselves from the Settlement pursuant to Sections 7.1 and 7.2 of this Agreement;
- d. The Court materially modifies the Settlement Order and Final Judgment;
- e. If Named Plaintiffs or any person known to Named Plaintiffs or Plaintiffs'

Counsel to be a putative member of the Settlement Class timely and validly submits a Request for Exclusion thereby excluding themselves from the Settlement pursuant to Section 7.1 and 7.2 of this Agreement; or

f. The Effective Date does not occur for any reason, including the entry of an order by any court that would require either material modification or termination of the Settlement.

13.2 The failure of the Court or any other court to approve an award(s) to Plaintiffs' Counsel of attorneys' fees and reimbursement of expenses and costs as described in Section 10.1 of this Agreement shall not be grounds for Named Plaintiffs, Plaintiffs' Counsel, Class Members, the Settlement Class, or anyone else to terminate the Settlement and this Agreement.

13.3 The failure of the Court or any other court to approve an incentive award(s) to the Named Plaintiffs as described in Section 10.4 of this Agreement shall not be grounds for Named Plaintiffs, Plaintiffs' Counsel, Class Members, the Settlement Class, or anyone else to terminate the Settlement and this Agreement.

13.4 To terminate this Agreement and the Settlement, a Party, Defendant's Counsel, or Plaintiffs' Counsel shall provide written notice of termination to all other Parties, including such Parties' respective counsel, as described in Section 14.12 of this Agreement.

13.5 If the Settlement and this Agreement is terminated for any reason or the Effective Date does not occur for any reason:

a. This Agreement, the Settlement, and all negotiations, proceedings, documents, and statements made or prepared in connection therewith shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession of any Party whatsoever;

b. The Parties shall stand in the same procedural posture as if this Agreement had

not been negotiated, made, or filed with the Court;

c. The class-certification portions of this Agreement and the Settlement shall have no further force and effect and shall not be offered in evidence or used in the Action or in any other proceedings for any reason whatsoever; and

d. Plaintiffs' Counsel and/or Defendant's Counsel may seek to have any orders, filings, or other entries in the Court's file in any way relating to or arising from this Agreement or the Settlement set aside, withdrawn, and/or stricken from the record.

14. **Miscellaneous Provisions**

14.1 Defendant, through the Settlement Administrator, shall be responsible for serving CAFA Notice within **ten (10)** calendar days after the motion seeking the Preliminary Approval Order is filed with the Court. The Settlement Administrator shall retain such documents and records and make such documents available for review upon the reasonable request of Defendants' Counsel. The Settlement Administrator shall retain all such documents for a minimum period of one (1) year after the Effective Date. All costs and expenses of CAFA Notice shall be deemed part of the Notice and Administrative Expenses to be exclusively paid from the Settlement Amount.

14.2 The Parties, Plaintiffs' Counsel, and Defendant's Counsel shall use their best efforts to secure Preliminary Approval of this Agreement and the Settlement as promptly as possible, to take all steps necessary to effectuate this Agreement and the Settlement, and to obtain Final Approval.

14.3 This Agreement was entered into only for purposes of compromise and settlement and is not an admission of liability by UDS, or an admission that a class should be certified. In the event that Final Approval, without modification, does not occur for any reason, then no term

or condition of this Agreement shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this action or in any other proceeding.

14.4 This Agreement is intended to and shall be governed by the laws of the State of Ohio and the Federal Rules of Civil Procedure.

14.5 The terms and conditions set forth in this Agreement, including all attached exhibits, constitute the complete and exclusive agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations, representations, and understandings, and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement and all attached exhibits constitute the complete and exclusive statement of its terms as between the Parties and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement or the Settlement. Prior or contemporaneous representations not contained in this Agreement shall be of no force or effect. Any modification of this Agreement must be in writing signed by or on behalf of Plaintiffs' Counsel, Named Plaintiffs, Defendant's Counsel and UDS.

14.6 The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. No terms or provisions of this Agreement shall be construed against either Party on the basis that such Party or its or their counsel drafted this Agreement.

14.7 This Agreement shall be binding upon and inure to the benefit of the representative heirs, successors and assigns of the Parties.

14.8 The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

14.9 The Parties and their respective counsel shall not make any statements, directly or indirectly, or otherwise communicate, orally or in writing, to any media source, including, but not limited to, press releases and statements on websites, related to the Settlement and this Agreement prior to the Preliminary Approval Hearing. The Parties shall not use their participation in this Action for marketing purposes prior to the Preliminary Approval Hearing.

14.10 This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

14.11 As used herein, the plural of any defined term includes the singular thereof, and the singular of any defined term includes the plural thereof as the context may require.

14.12 In the event any date or deadline for actions set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

14.13 All notices and other formal communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when received when given personally or five (5) days after being placed in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

Peter Blasi Jr.:	5573 Equinox Dr. New Albany, Ohio 43054-7623
Michael J. Cassone	936 Northwest Blvd Grandview Heights, Ohio 43212-3845
Jordan Brodsky:	366 Greif Parkway Delaware, Ohio 43015-8260
With a copy to:	Jeremiah E. Heck 580 East Rich Street Columbus, Ohio 43215 Phone: (614) 224-1500 Fax: (614) 224-2894

jheck@lawLH.com

United Debt Services, LLC United Debt Services
2611 Internet Blvd., Suite 201
Frisco, TX 75034

With a copy to: Beth-Ann E. Krinsky
Greenspoon Marder LLP
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
beth-ann.krinsky@gmlaw.com


14.14 Nothing contained herein shall impact UDS' right to communicate with individuals that are UDS' employees, prospective employees, or clients, including Class Members, if any, or prospective clients, including Class Members, if any, in the ordinary course of business.

14.15 Named Plaintiffs, Plaintiffs' Counsel, UDS, and Defendant's Counsel each agree to abide by all of the terms of this Agreement in good faith and to support it fully, and shall use their best efforts to defend this Agreement and the Settlement from any legal challenge, whether by appeal, collateral attack, or otherwise.

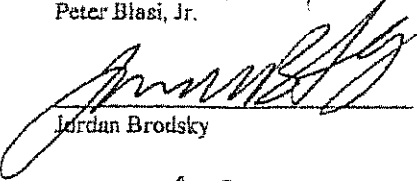
[INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it has been executed by or on behalf of Named Plaintiffs and Defendant UDS.

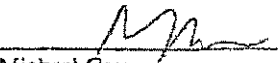
FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS


Peter Blasi, Jr.


Dated: September 21, 2018


Jordan Brodsky


Dated: September 21, 2018


Michael Cassop

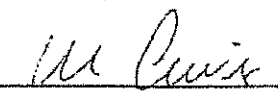
Dated: September 17, 2018


Jeremiah E. Heck (0076742)
Lufman, Heck & Associates, LLP
580 East Rich Street
Columbus, Ohio 43215
Phone: (614) 224-1500
Fax: (614) 224-2894

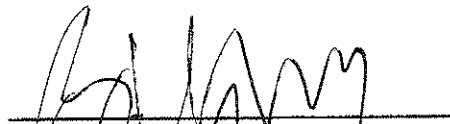
Dated: 9/26/18, 2018


Brian M. Garvine (0068422)
The Law Office of Brian M. Garvine, LLC
5 East Long Street
Suite 1100
Columbus, OH 43215

Dated: 9/21/18, 2018

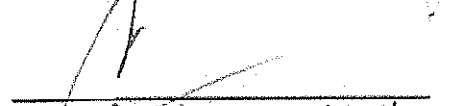

Mark D. Lewis (0063700)
Kitrick, Lewis & Harris Co. L.P.A.
445 Hutchinson Avenue, Ste 100
Community Corporate Center
Columbus, OH 43235-8630

Dated: SEPT. 20, 2018

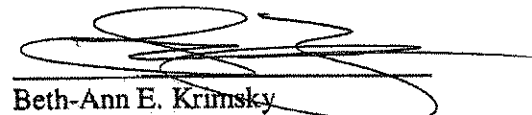

Robert J. Wagoner (0068991)
Robert J. Wagoner Co., LLC
Of Counsel to Kitrick, Lewis & Harris Co., L.P.A.
445 Hutchinson Avenue, Suite 100
Columbus, Ohio 43235

Dated: September 28, 2018

FOR UNITED DEBT SERVICES, LLC


Name: Corinne Maples
Authorized Representative
United Debt Services, LLC

Dated: September 13, 2018


Beth-Ann E. Krinsky
Lawren A. Zann
GREENSPOON MARDER LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Dated: September 13, 2018