

PLAINTIFFS' EXHIBIT 1

In The Case Of

*Rosa Calderon; and, Javier Calderon, Individually and on Behalf of
All Others Similarly Situated,*

v

The Wolf Firm, A Law Firm,

CV16-1266 JLS (KESx)

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626
(800) 400-6808

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA,
SOUTHERN DIVISION

ROSA AND JAVIER CALDERON,

Plaintiff,

Case No. 8:CV16-1266-JLS-KES

v.

THE WOLF FIRM, A LAW CORPORATION,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“**Agreement**”), dated as of November 12, 2017 is entered into between and among **Rosa and Javier Calderon** (“**Individual Plaintiffs**” and “**Class Representatives**”), both individually and as **Class Representatives**, on behalf of the **Non-Excluded Class Members** (as that term is hereafter defined), on the one hand, and **The Wolf Firm, A Law Corporation** (“**Wolf Firm**” or “**Defendant**”), on the other hand. The **Individual Plaintiffs**, the **Class Representatives**, and the **Defendant** are collectively referred to as the “**Party**” or the “**Parties.**”

In order to fully and finally resolve all matters in this **Litigation**, the **Parties** agree as follows:

ARTICLE 1
PARTIES

The “**Parties**” to this **Agreement** are:

1.1 **Rosa and Javier Calderon**, natural persons, **Individual Plaintiffs**, and **Class Representatives**.

1.2 **The Wolf Firm, a Law Corporation**, a California law firm and the **Defendant**.

ARTICLE 2
RECITALS

2.1 The **Parties** are currently involved in litigation styled *Calderon v. The Wolf Firm, a Law Corporation*, United States District Court for the Central District of California, the Southern Division, Case No. 8:16-cv-0101266-JLS-KES (“**Litigation**”).

2.1 **Defendant** is a California law firm that provides foreclosure-related legal services to its clients.

2.2 The **Litigation** is a putative class action brought pursuant to Fed. R. Civ. P. 23 on behalf of all individuals who received a communication as defined below from **Defendant** from July 8, 2015 to the date of the entry of the **Preliminary Approval of Settlement and Notice Order**.

2.3 On behalf of themselves individually and the putative class they seek to represent, **Individual Plaintiffs** and **Class Representatives** assert that **Defendant** violated the federal Fair Debt Collection Practices Act (“**FDCPA**”) and the California state equivalent, the Rosenthal Fair Debt Collection Practices Act (“**RFDCPA**”).

2.4 **Defendant** denies any liability or wrongdoing of any kind, and has vigorously defended the **Litigation**. In that regard, **Defendant** also denies that any claims asserted in the **Litigation** were appropriate for class certification.

2.5 **Individual Plaintiffs** and **Class Representatives**, on the other hand, have vigorously prosecuted the **Litigation**.

2.6 The **Court** has made no ruling on the merits or class certification and no class has been certified.

2.7 **Defendant’s Counsel** and **Class Counsel** have thoroughly investigated the facts and law underlying the claims asserted in the **Litigation**. In advance of mediation, **Class Counsel** requested, and **Defendant** produced, data and documents regarding **Individual Plaintiffs’** claims and the potential number of persons in the **Settlement Class**. Following arms-length settlement negotiations, in which the **Individual Plaintiffs**, the **Class Representatives**, and **Defendant** were all represented by competent, experienced and informed counsel, the **Parties** have agreed to fully and finally resolve all claims and liabilities asserted in the **Litigation**, without any admission of liability or wrongdoing on the part of **Defendant**, subject to the terms and conditions of this **Agreement** and subject to **Final Approval** by the **Court**. They are entering into this **Agreement** for the purpose of doing so.

ARTICLE 3 **DEFINITIONS**

The terms below shall have the following meanings throughout this **Agreement**.

3.1 “**Administrative Costs**” means all costs and expenses of notice to the **Settlement Class Members** and effectuation and management of the exclusion, objection, and payment processes set forth in Articles 5 and 9-13 herein, including the fees and expenses of the **Notice and Claims Administrator** necessary to implement those processes, or as may be ordered by the **Court**, and all costs and expenses of providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

3.2 “**Attorneys’ Fees and Incentive Award Application**” means the application by the **Class Representatives** and **Class Counsel** for an award of **Class Counsel Legal Fees** and an **Incentive Award** that may be filed by **Individual Plaintiffs’ Counsel** and **Class Counsel** in the **Litigation**.

3.3 “**Claims and Distribution Procedures**” means the procedures by which notice is provided and claims are paid to the **Settlement Class Members**, as set forth in Articles 4, 9, 10, and 13 herein.

3.4 “**Class Counsel**” means the law firm of Kazerouni Law Group, APC, 245 Fisher Avenue, Unit D1, Costa Mesa, California, 92626.

3.5 “**Class Counsel Legal Fees**” means the fees for legal services rendered by **Class Counsel** in prosecuting the **Litigation**.

3.6 “**Class Payment Amount**” means the aggregate amount to be paid to all **Entitled Payment Class Members**.

3.7 “**Class Period**” means July 8, 2015 to the date of the **Preliminary Approval of Settlement and Notice Order**.

3.8 “**Class Representatives**” means Rosa and Javier Calderon.

3.9 “**Complaint**” means the operative, Amended Class Action Complaint and Jury Demand filed by the **Individual Plaintiffs** in the **Litigation** on December 5, 2016.

3.10 “**Court**” means the United States District Court for the Central District of California, Southern Division.

3.11 “**Defendant**” means The Wolf Firm, A Law Corporation.

3.12 “**Defendant’s Counsel**” means the law firm of Brownstein Hyatt Farber Schreck, LLP, Richard B. Benenson, 410 17th Street, Suite 2200, Denver, Colorado 80202 and Jonathan C. Sandler, 2049 Century Park East, Suite 3550, Los Angeles, California 90067.

3.13 “**Effective Date**” means the date by which all of the following have occurred:

3.13.1 The Court has entered the Preliminary Approval of Settlement and Notice Order in the form of Exhibit A;

3.13.2 The **Court** has certified the **Settlement Class**, for settlement purposes only, in precisely the following language:

National Class. All persons with addresses within the U.S. who received an initial demand letter from Defendant from July 8, 2015 to the date of the entry of the Preliminary Approval of Settlement and Notice Order,

Subclass. All persons with addresses within the State of California who received an initial demand letter from Defendant from July 8, 2015 to the date of the entry of the Preliminary Approval of Settlement and Notice Order.

3.13.3 The **Exclusion Deadline** has passed;

3.13.4 The **Notice and Claims Administrator** has sent the **Opt-Out List** to **Defendant’s Counsel** and **Class Counsel** identifying the **Opt-Outs** (if any), as provided in paragraph 11.5 herein;

3.13.5 The **Court** has entered the **Judgment** in the form of Exhibit B; and;

3.13.6 **Final Approval** has occurred.

3.14 “**Entitled Payment Class Member(s)**” is all 114 individuals who have not been excluded from the **Settlement Class** and who have not opted out of said Class.

3.15 “**Exclusion**” means the exclusion of a **Settlement Class Member** from the **Settlement**, the **Agreement** and the **Settlement Class**, in accordance with the procedures set forth in Article 11 herein.

3.16 “**Exclusion Deadline**” means the date by which a member of the **Settlement Class** must submit an **Exclusion Form**. The **Exclusion Deadline** shall be thirty (30) calendar days from the date on which the **Notice and Claims Administrator** mails the **Notice**, as provided in paragraph 11.3 herein. The **Exclusion Deadline** shall be calculated and set forth in the **Notice**.

3.17 “**Exclusion Form**” means the form that a member of the **Settlement Class** must complete to be excluded from the **Settlement**, as set forth in Article 11 herein, which shall state the **Settlement Class Member**’s name, address, phone number, email address, and specifically request **Exclusion**, as defined in paragraph 3.15 herein.

3.18 “**Final Approval**” means that point at which the **Court** has entered the **Judgment** and the **Judgment** is no longer subject to appeal or review, which shall be deemed to occur on the later of the following: (A) if no objection was made to the **Settlement** or any aspect of it, then ten (10) calendar days after the date the **Judgment** is entered as a final judgment; (B) (i) if an objection was made to any aspect of the **Settlement**, but no appeal or other form of appellate review of the **Judgment** has been sought or perfected by any person, then the thirty-first (31st) calendar day after the time for filing a notice of appeal has commenced to run under FED. R. APP. P. 4(a), taking into consideration the making of any post-judgment motions and the granting of any extensions of time to make the same; or (ii) if an appeal or other form of appellate review of the **Judgment** has been sought, then the sixth (6th) calendar day after the date on which the affirmance of the **Judgment**, or, as the case may be, the dismissal or denial of such appeal or review, has become no longer subject to further judicial review, whether by re-hearing, re-hearing *en banc*, or writ of certiorari.

3.19 “**Hearing on Final Approval**” means the hearing at which the **Court** considers whether to finally approve the **Settlement**, this **Agreement**, and the **Attorneys’ Fees and Incentive Award Application**, and whether to enter the **Judgment**.

3.20 “**Incentive Award(s)**” means an amount to be paid to the **Class Representatives** as compensation for their services in that capacity on behalf of the **Settlement Class**.

3.21 “**Individual Plaintiffs**” means Rosa and Javier Calderon.

3.22 “**Individual Plaintiffs’ Counsel**” means the law firm of Kazerouni Law Group, APC, 245 Fisher Avenue, Unit D1, Costa Mesa, California, 92626.

3.23 “**Judgment**” means the final judgment to be entered by the **Court** under Article 8 herein, entered in substantially the form of Exhibit B, or such other form to which the **Parties** may agree in writing and the **Court** may enter.

3.24 “**Litigation Expenses**” means all costs of any kind incurred by the **Class Representatives** and **Class Counsel** in the prosecution of the **Litigation**, other than **Class Counsel Legal Fees**.

3.25 “**Motion for Preliminary Approval of Settlement and Notice Order**” means the motion the **Individual Plaintiffs** and **Class Representatives** will draft and file with joint submission from **Defendant** seeking preliminary approval of the **Settlement** and the **Agreement**, and issuance of the **Preliminary Approval of Settlement and Notice Order**.

3.26 “**Motion for Final Approval of Settlement**” means the motion the **Individual Plaintiffs** and **Class Representatives** will draft and file with joint submission from **Defendant** seeking **Final Approval** of the **Settlement** and the **Agreement**, approval of the **Incentive Award**, and an award of **Class Counsel Legal Fees**.

3.27 “**Non-Excluded Class Members**” means those members of the **Settlement Class** who have not excluded themselves from the **Settlement**, the **Agreement**, and the **Settlement Class**, in accordance with the procedures set forth in Article 11 herein, and are therefore not **Opt-Outs**.

3.28 “**Notice**” means the “Notice of Proposed Settlement of Class Action and Hearing on Final Approval,” in substantially the form of Exhibit C, without material change, or such other form to which the **Parties** may agree in writing and the **Court** may approve, which shall be available on **Class Counsel’s** website. The Notice shall include the **Class Payment Amount**.

3.29 “**Notice and Claims Administrator**” is Phoenix Class Action Administration Solutions, which has responsibility to manage and administer the **Notice and Claims Procedures**.

3.30 “**Notice and Claims Procedures**” means the procedures for (i) providing the **Notice** to the **Settlement Class**; (ii) the filing, processing, controlling and accounting for **Exclusion Forms**, (iii) the filing, processing and approval of claims; and (iv) the distribution of the **Payment Amounts** to the **Entitled Payment Class Members**.

3.31 “**Notice of Objection**” means a notice of objection to the **Settlement** by a **Non-Excluded Class Member** made, filed and delivered in conformity with the requirements and procedures set forth in Article 12 herein.

3.32 “**Objection Deadline**” means the date by which any **Non-Excluded Class Member** must submit a **Notice of Objection**. The **Objection Deadline** shall be sixty (60) calendar days from the date of Preliminary Approval.

3.33 “**Opt-Out(s)**” means any members of the **Settlement Class** who has (have) duly excluded themselves from the **Settlement** and the **Settlement Class** pursuant to the procedures set forth in Article 11.

3.34 “**Opt-Out List**” means the list of **Opt-Outs** the **Notice and Claims Administrator** is to prepare and provide to **Class Counsel** and **Defendant’s Counsel**.

3.35 “**Payment Amount(s)**” means the amount to be paid to an **Entitled Payment Class Member** in settlement of the **Litigation**.

3.36 “**Preliminary Approval Hearing**” means the hearing, if any, at which the **Court** considers whether to preliminarily approve the **Settlement** and the **Agreement** and conditionally certify the **Settlement Class**, for settlement purposes only, and provides for notice to the **Settlement Class**.

3.37 “**Preliminary Approval of Settlement and Notice Order**” means the **Court** order preliminarily approving the **Settlement** and the **Agreement**, certifying the **Settlement Class**, for settlement purposes only, and providing for notice to the **Settlement Class**, in the form of Exhibit C, or such other form to which the **Parties** may agree in writing and the **Court** may enter.

3.38 “**Released Claim(s)**” means those claims, causes of actions and liabilities released or deemed released by the **Individual Plaintiffs** and **Settlement Class Members**.

3.39 “**Releasing Party(ies)**” means the **Individual Plaintiffs** and **Settlement Class Members**.

3.40 “**Released Party(ies)**” means the people released or deemed released as provided in paragraphs 7.1.1 and 7.1.2 herein.

3.41 “**Settlement**” means the terms of settlement embodied by this **Agreement**.

3.42 “**Settlement Class**” means the classes as forth in paragraph 3.13.2 herein.

3.43 “**Settlement Class Member(s)**” means an individual(s) who is/are a member(s) of the **Settlement Class**.

3.44 “**Settlement Class Members List**” means the list of members of the **Settlement Class** provided for in paragraph 3.13.2 to be provided by **Defendant**, which includes the last known address for the member to the extent that **Defendant** has such information.

3.45 “**Settlement Costs**” means the amounts paid in settlement under this **Agreement** for the following: the **Administrative Costs**, the **Incentive Award**, the **Class Counsel Legal Fees**, and the **Class Payment Amount**.

3.46 “**United States**” means the fifty (50) states, the District of Columbia, and all territories.

3.47 “**Unknown Claims**” means any claims, causes of action or liabilities released by any **Releasing Party** that the **Releasing Party** does not know or suspect to exist in his, her or its favor, now or as of the **Effective Date**, including, but not limited to, claims, which, if known by him, her or it, might have affected his, her or its willingness to enter into this **Agreement** or accept this **Settlement**, and/or might have affected his, her or its decision not to request **Exclusion** from the **Settlement** and **Settlement Class** or not to object to the **Settlement**, the **Agreement**, or the awards of **Class Counsel Legal Fees**, or **Incentive Fees**. Included within the definition of **Unknown Claims** are claims that are based on facts that were unknown, unknowable, unsuspected, undisclosed or affirmatively concealed or hidden as of the date hereof or the **Effective Date**, and/or that were disclosed, discovered, uncovered or revealed subsequent to the date hereof or the **Effective Date** and are contradictory to, different from or additional to the facts known to the **Releasing Party** or believed by him, her or it to be true as of the date hereof or as of the **Effective Date**.

ARTICLE 4
PAYMENT OF SETTLEMENT COSTS

4.1 AMOUNT AVAILABLE TO PAY SETTLEMENT COSTS. **Defendant** agrees to pay up to \$68,000.00 for the **Settlement Costs**.

4.2 ORDER OF PAYMENT. **Settlement Costs** shall be paid in the following order: 1) the **Class Payment Amount**; 2) the **Incentive Award**; 3) the **Administrative Costs**; and 4) the **Class Counsel Legal Fees**.

4.3 AMOUNTS OTHER THAN SETTLEMENT COSTS. Under no circumstance will **Defendant** be required to pay any amount other than amounts included in the **Settlement Costs** as provided in paragraph 4.1 and defined herein.

4.4 LITIGATION EXPENSES. **Class Counsel** will pay the **Litigation Expenses** and will not seek reimbursement for those costs from **Defendant** beyond any amount awarded by the Court in response to Class Counsel's Motion for Attorneys' Fees; and, Costs.

4.5 FUNDS REMAINING AFTER THE PAYMENT OF SETTLEMENT COSTS.

4.5.1 The amount of up to \$68,000.00 that **Defendant** will make available for the payment of **Settlement Costs** is a non-reversionary settlement fund.

4.5.2 If the payments for **Settlement Costs** amount to less than \$68,000.00, these returned payments, uncashed checks, reduced award of attorneys' fees and/or costs will either be redistributed, if practical, or paid to a Court-approved *cy pres* recipient.

ARTICLE 5
RELIEF TO SETTLEMENT CLASS MEMBERS

5.1 AMOUNT AVAILABLE FOR CLASS PAYMENT AMOUNT. The total amount available for the **Class Payment Amount** shall be \$1,785.24.

5.2 MANNER OF EFFECTING PAYMENTS TO SETTLEMENT CLASS MEMBERS.

5.2.1 **Entitled Payment Class Members**. Within thirty (30) business days of the **Preliminary Approval**, the **Notice and Claims Administrator** shall mail checks for the **Payment Amount** to each **Entitled Payment Class Member**. Checks will be issued with a void date ninety (90) days after the issued date.

5.2.2 **Release of Defendant's Obligation to Pay Payment Amounts**. Upon payment to the **Notice and Claims Administrator** by **Defendant** of the **Class Payment Amount**, **Defendant** shall have no further responsibilities or obligations for payment of the **Payment Amounts** to **Entitled Payment Class Members**.

5.3 PAYMENT TO ENTITLED PAYMENT CLASS MEMBERS.

5.3.1 **Defendant** shall pay a pro rata distribution to each **Entitled Payment Class Member**.

5.3.2 **Defendant** shall satisfy its obligation to make payment to **Entitled Payment Class Members** by paying the appropriate amount to the **Notice and Claims Administrator** pursuant to paragraph 5.1. herein.

5.4 UNCASHED AND RETURNED PAYMENT CHECKS.

5.4.1 *Returned Checks.* If a check is returned as undeliverable with a forwarding address, the **Notice and Claims Administrator** will re-mail the check a single time to the provided address. If a check is returned as undeliverable without a forwarding address, the **Notice and Claims Administrator** will attempt to determine the correct address using industry-standard methods and will re-mail the check a single time if a new address is identified. Checks returned that are unable to be remailed will be considered “uncashed checks” as of the void date. If, after a second mailing, a check is again returned, no further efforts shall be taken by the **Notice and Claims Administrator** to mail the check again, and the check will be considered an “uncashed check” as of the void date. The **Notice and Claims Administrator** shall advise **Class Counsel** and **Defendant’s Counsel** of the names of the claimants whose checks are returned as soon as practicable.

5.4.2 *Uncashed Check(s).*

(a) Ninety-one days (91) days after the issued date of the checks sent to the **Entitled Payment Class Members** under paragraph 4.1 herein, the **Notice and Claims Administrator** shall cancel all uncashed checks.

(b) The **Notice and Claims Administrator** and **Defendant** shall either redistribute checks, if practical, or provide the remaining funds to a Court-approved *cy pres* recipient.

5.4.3 *Effect of Uncashed and Returned Checks.* The fact that a check has been returned and not been cashed shall not affect in any way the releases and dismissals of claims under this **Agreement** of the **Entitled Payment Class Member** involved, which shall remain in full force and effect.

5.5 NON-MONETARY RELIEF. In addition to the monetary relief provided herein, **Defendant** will revise its initial demand letter consistent with the form letter attached as Exhibit D.

ARTICLE 6
CLASS COUNSEL LEGAL FEES
AND INCENTIVE AWARDS

6.1 **CLASS COUNSEL LEGAL FEES.** **Class Counsel** will petition the **Court** for up to \$56,414.76 for **Class Counsel Legal Fees**.

6.2 **DEFENDANT'S AGREEMENT TO PAY AN INCENTIVE AWARD.** **Class Counsel** will petition the **Court** for up to \$2,000.00 for an **Incentive Award** to each **Class Representative**.

6.3 **APPLICATION FOR FEES, EXPENSES, AND INCENTIVE AWARD.**

6.3.1 **Class Counsel** and the **Class Representatives** shall file their **Attorneys' Fees and Incentive Award Application** at the time Notice is provided to the class members.

6.3.2 The **Motion for Final Approval of Settlement** shall be filed one hundred and twenty days after the date of Preliminary Approval.

6.3.3 Other than the amount of attorneys fees approved by the **Court** in ruling on **Class Counsel and the Class Representatives Attorneys' Fees and Incentive Award Application**, each **Party** shall bear its own costs and attorneys' fees related to the **Litigation** and **Released Claims**, including the costs and fees related to this **Agreement**.

6.3.4 **Defendant** agrees that so long as the Application seeks amounts within the limits set forth paragraphs 6.1 and 6.2, herein, it will take no position on the Application and will waive any objections to the amount of the **Class Counsel Legal Fees** and **Incentive Awards** requested.

6.3.5 **Defendant** shall pay the **Class Counsel Legal Fees** and **Incentive Award** directly to **Class Counsel** within five (5) business days following the **Effective Date**.

6.3.6 Payment for the **Class Counsel Legal Fees** shall be made by check drawn in the total aggregate amount approved by the **Court** to the order of "Kazerouni Law Group, APC," at 245 Fisher Avenue, Unit D1, Costa Mesa, California, 92626.

6.3.7 Payment for the **Incentive Award** shall be made by check drawn in the total aggregate amount approved by the **Court** to the order of "Rosa Calderon," and "Javier Calderon," which shall be delivered to Kazerouni Law Group, APC, 245 Fisher Avenue, Unit D1, Costa Mesa, California, 92626.

6.3.8 **TAXES.** This payment may be reported by **Class Counsel** and the **Settlement Class** to the Internal Revenue Service (IRS) in accordance with IRS rules and regulations. **Class Counsel** and the **Settlement Class** agree that **Defendant** will have no responsibility to any local, state, or federal taxing authority for any tax liability, penalties, interest or other consequences (if any) related to the payment made under this **Agreement**.

6.3.9 **Court** approval of the **Attorneys' Fees and Incentive Award Application**, or of any particular form or amount for **Class Counsel Legal Fees** or **Incentive Awards**, is not a condition to the validity or enforceability of the **Settlement** or this **Agreement**. The **Individual Plaintiffs, Class Representatives** and **Class Counsel**, accordingly agree and acknowledge that the **Settlement** and **Agreement** shall remain otherwise in full force and effect, without adjustment of any kind, regardless of the amount or form of any award for **Class Counsel Legal Fees** or **Incentive Awards** ultimately approved by the **Court** or ordered by any appellate court. In addition, **Class Counsel** shall not be entitled to interest on **Class Counsel Legal Fees**.

ARTICLE 7
RELEASES AND COVENANTS NOT TO SUE

7.1 RELEASES.

7.1.1 Releases by Individual Plaintiffs. Upon the **Effective Date**, the **Individual Plaintiffs**, for themselves, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents, attorneys, insurers, lenders, and assigns, and all those who claim through them or who assert claims on their behalf (including the government in its capacity in *parens patriae*) release and forever discharge **Defendant**, their agents, clients, lawyers, officers, managers, employees, affiliates, shareholders, insurers and their reinsurers, and assignees from: (A) all claims alleged in the **Complaint**; (B) all claims, including **Unknown Claims**, arising, in whole or in part, whether fully or only partially accrued, out of any transaction, fact, matter, thing, event or occurrence alleged in the **Complaint**; and (C) all claims, including **Unknown Claims**, regardless of on what legal theory based, for actual damages, statutory damages, punitive damages, civil fines, restitution, unjust enrichment, disgorgement, or other monetary relief of any and every kind (including, without limitation, claims based on breach of contract or any other contractual theory, tort, fraud, misrepresentation, unjust enrichment, violation of the Fair Debt Collection Practices Act, the Rosenthal Fair Debt Collection Practices Act or the consumer protection, fair debt collection practices, and unfair and deceptive acts and practices statutes of any state of the United States, or of any other federal, state, or local law, ordinance, statute, or regulation) arising, in whole or in part, whether fully or only partially accrued, out of any letter sent by **Defendant** on or before the date of this **Agreement**.

7.1.2 Releases by Settlement Class Members. Upon the **Effective Date**, all **Settlement Class Members**, for themselves and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and assigns, and all those who claim through them or who assert claims on their behalf (including the government in its capacity of *parens patriae*) shall be deemed to have released and forever discharged **Defendant** and **Subsidiaries**, their agents, clients, lawyers, officers, managers, employees, affiliates, shareholders, insurers and their reinsurers, and assignees from: (A) all claims alleged in the **Complaint**; (B) all claims, including **Unknown Claims**, arising, in whole or in part, whether fully or only partially accrued, out of any transaction, fact, matter, thing, event or occurrence alleged in the **Complaint**; and (C) all claims, including **Unknown Claims**, regardless of on what legal theory based, for actual damages, statutory damages, punitive damages, civil fines, restitution, unjust enrichment, disgorgement, or other monetary relief of any and every kind (including, without limitation, claims based on breach of contract or any other contractual theory, tort, fraud, misrepresentation, unjust enrichment, violation of the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, or the consumer protection, fair debt collection practices, and unfair and deceptive acts and practices statutes of any state of the United States, or of any other federal, state, or local law, ordinance, statute, or regulation) arising, in whole or in part, whether fully or only partially accrued, by receipt of a letter from **Defendant** on or before the date of this **Agreement**.

7.1.3 Individual Plaintiffs' Acknowledgement of Release of Unknown Claims and Waiver of Rights to Avoid Release of Such Claims. **Individual Plaintiffs** recognize and acknowledge that by this **Agreement** they are releasing **Unknown Claims**, and hereby knowingly, intentionally and expressly waives and relinquishes any right they may have by statute, common law, equity or otherwise to void, set aside or otherwise avoid the release of **Unknown Claims** effected by this **Agreement**. The

Individual Plaintiffs further acknowledge that the release of **Unknown Claims** made by them was significant consideration for **Defendant's** entry into the **Agreement**, that such release was a key component of the **Settlement** and the **Agreement**, and that they have been fully advised by their lawyers as to the effects of this waiver, including that they are forever waiving and relinquishing, without any possibility of revival, claims based on facts that were unknown, unknowable, unsuspected, undisclosed or affirmatively concealed, and/or facts that were disclosed, discovered, uncovered or revealed subsequent to the end of the **Class Period** or the **Effective Date** that are contradictory to, different from or additional to the facts known to them or believed by them to be true now or as of the end of the **Class Period** or the **Effective Date**. **Individual Plaintiffs** further acknowledges that they are entering into this waiver of their own free will, with full knowledge of its consequences.

7.2 Waiver of California Civil Code Section 1542. The **Releasing Parties** acknowledge and agree that this **Agreement** applies to all claims, losses, damages, and causes of action, whether known or unknown, of whatever nature, whether these damages or losses are known or unknown, foreseen or unforeseen, or patent or latent. The **Parties** specifically waive application of California Civil Code Section 1542 and certify that they have read the following provision of California Civil Code Section 1542 which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The **Releasing Parties** understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542 includes that even if they should eventually suffer additional injuries or damages relating in any way to or arising in any way out of the **Litigation**, they will not be able to make any claim for those injuries or damages. The **Releasing Parties** acknowledge that they intend these consequences even as to claims for injuries and damages that may exist as of the date of this **Agreement** but which they do not know exist, and which, if known, would materially affect their decision to execute this **Agreement**, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

7.3 COVENANTS NOT TO SUE.

7.3.1 Individual Plaintiffs. Upon the **Effective Date**, and without any further action, **Individual Plaintiffs** covenant not to institute, cause to be instituted, solicit the institution of, participate in the institution of or assist with the prosecution of any action, including, but not limited to, private or governmental actions, against **Defendant** in which liability is sought in any way to be predicated upon any **Released Claim**. **Defendant** may assert this Covenant Not to Sue by way of defense, counterclaim, cross claim, or set off, and the offending **Individual Plaintiffs** agree to pay all costs of defense, including reasonable attorneys' fees, incurred by **Defendant** or in defending any action brought by them, they caused to be brought, they solicited the institution of, they participated in the institution of, or they assisted in the prosecution of, in violation of this Covenant Not to Sue.

7.3.2 Settlement Class Members. Upon the **Effective Date**, and without any further action, each **Settlement Class Member** covenants not to institute, cause to be instituted, solicit the institution of, participate in the institution of or assist with the prosecution of any action, including, but not limited to, private or governmental actions, against **Defendant** in which liability is sought in any

way to be predicated upon any **Released Claim**. **Defendant** may assert this Covenant Not to Sue by way of defense, counterclaim, cross claim, or set off, and the offending **Settlement Class Member** agrees to pay all costs of defense, including reasonable attorneys' fees, incurred by **Defendant** in defending any action brought by such person, such person caused to be brought, such person solicited the institution of, such person participated in the institution of, or such person assisted in the prosecution of, in violation of this Covenant Not to Sue.

ARTICLE 8

DISMISSAL OF THE LITIGATION AND JUDGMENT

8.1 **DISMISSAL OF THE LITIGATION.** Pursuant to FED. R. CIV. P. 41(a)(1)(ii), the **Parties** stipulate and agree that upon the **Effective Date**, and without further action, all claims that were or could have been asserted by the **Individual Plaintiffs** and the **Settlement Class** against **Defendant** are dismissed, with prejudice, each party to pay his, her or its own costs, expenses and attorneys' fees, except to the extent the **Court** may order payment of such items to the **Class Representatives** and/or **Class Counsel** under Article 6, herein.

8.2 **JUDGMENT.** In the **Motion for Final Approval of Settlement** and at the **Hearing on Final Approval**, the **Parties** shall apply to the Court for entry of the Judgment, in form identical to Exhibit B, providing the following:

8.2.1 Listing all **Opt-Outs** and finding and concluding that all other individuals included in the **Settlement Class** are **Non-Excluded Class Members**;

8.2.2 Ordering that the **Judgment** is binding upon all **Non-Excluded Class Members**;

8.2.3 Adjudging the terms of the **Settlement** to be fair, reasonable and adequate;

8.2.4 Finally approving the **Settlement**;

8.2.5 Finding and concluding: (i) that the **Notice** was delivered in accordance with the **Preliminary Approval of Settlement and Notice Order**; and, (ii) that the method of providing notice to **Settlement Class Members** was the best practicable notice under the circumstances;

8.2.6 Finding and concluding that the notice and claims process was conducted in accordance with the **Notice and Claims Procedures** as set forth herein and as approved in the **Preliminary Approval of Settlement and Notice Order**, and approving and confirming the same;

8.2.7 Approving the award for **Class Counsel Legal Fees** and **Incentive Award**, and ordering that payments be made to **Class Representatives** and **Class Counsel** in accordance therewith;

8.2.8 Ordering that the **Notice and Claims Administrator** and the **Parties** comply strictly and completely with the **Notice and Claims Procedures**;

8.2.9 Declaring that each **Non-Excluded Class Member** shall be deemed to have fully, finally and forever released, relinquished and discharged **Defendant** from the **Released Claims**, regardless of whether any such **Non-Excluded Class Member** receives any payment or distribution pursuant to the **Settlement**;

8.2.10 Stating that no finding of fact or conclusion of law was made in the **Litigation** that **Defendant** engaged in any wrongful conduct of any kind whatsoever;

8.2.11 Ordering that **Individual Plaintiffs' Counsel** and **Class Counsel** (and any counsel thereof in any other proceeding) not offer or seek to admit into evidence the **Settlement** or the **Agreement**, for any purpose whatsoever, or refer to either in any way (orally or in writing) in any proceeding other than the **Litigation** and/or a proceeding involving an effort to enforce this **Agreement**, the **Settlement** or the **Judgment**;

8.2.12 Ordering dismissal of the **Litigation** as set forth in paragraph 8.1; and,

8.2.13 Ordering that the **Court** retains exclusive jurisdiction to enforce the terms of the **Settlement**, the **Agreement**, the award of **Class Counsel Legal Fees** and the **Incentive Award**, the **Notice and Claims Procedures** and the **Judgment**.

ARTICLE 9
CLASS NOTICE, EXCLUSION, OBJECTION
AND CLAIMS ADMINISTRATION

9.1 The **Notice and Claims Procedures** shall be managed and administered by the **Notice and Claims Administrator**.

9.2 The duties of the **Notice and Claims Administrator** are the following:

9.2.1 Interact with and report as needed to **Class Counsel**, **Defendant's Counsel** and the **Court** in the performance of its responsibilities;

9.2.2 Open and maintain a bank account at a federally insured national bank for the receipt and disbursement of funds under the **Agreement** and **Judgment**;

9.2.3 Use diligent and reasonable efforts to identify the **Settlement Class Members** by using the last known address of the **Settlement Class Members** to determine their current mailing addresses;

9.2.4 Mail by first class United States mail the **Notice to Settlement Class Members** identified under paragraph 10.2 herein and the **Exclusion Form**;

9.2.5 Assemble, record, maintain, report on, and, after one year, deliver to **Defendant's Counsel** all **Notices** returned as undelivered or undeliverable;

9.2.6 Assemble, record, maintain, report on and preserve submitted **Exclusion Forms**;

9.2.7 Assemble, record, maintain, report on, and preserve **Notices of Objection**;

9.2.8 Disburse payments to **Entitled Payment Class Member(s)** in accordance with the terms of this **Agreement** and the **Judgment**;

9.2.9 Account appropriately for receipts and disbursement of cash;

9.2.10 Prepare and deliver to **Class Counsel** and **Defendant's Counsel** a final report and accounting of cash receipts and disbursements;

9.2.11 Fulfill all responsibilities specifically required by the **Agreement, Preliminary Approval of Settlement and Notice Order**, and the **Judgment**;

9.2.12 Take all action reasonably necessary to fulfill its responsibilities under the **Agreement, the Preliminary Approval of Settlement and Notice Order** and the **Judgment**; and,

9.2.13 Prepare and deliver a final report to **Class Counsel** and **Defendant's Counsel** certifying that it has performed all of its tasks and responsibilities and that the **Notice and Claims Procedures** and **Claims and Distribution Procedures** have been successfully completed.

9.3 **Defendant** agrees to pay all **Administrative Costs**, pursuant to financial and payment arrangements to be agreed to by it and the **Notice and Claims Administrator**.

ARTICLE 10 **NOTICE PROCEDURES**

10.1 **Defendant** shall deliver the **Settlement Class Members List** to the **Notice and Claims Administrator** and **Class Counsel** within three (3) business days of the issuance of the **Preliminary Approval of Settlement and Notice Order**.

10.2 Using the **Settlement Class Members List**, the **Notice and Claims Administrator** shall use the class member's most recent mailing address as recorded in Defendant's business records to determine as best as possible the class member's current mailing address, including using the National Change of Address ("NCOA") System for verifying current mailing address.

10.3 **NOTICE**. Within thirty (30) business days of receipt of the **Settlement Class Members List**, the **Notice and Claims Administrator** shall send the **Notice** to all **Settlement Class Members** it has identified, properly addressed to the addresses it has determined pursuant to paragraph 10.2, herein, by first class United States mail, postage pre-paid. The **Notice** shall take the form of Exhibit C.

10.4 In the event that the United States Postal Service, or any other person or entity, notifies the **Notice and Claims Administrator** of a forwarding address or change of address for a **Settlement Class Member** different from that to which the **Notice** was originally mailed, the **Notice and Claims Administrator** shall send a copy of the **Notice** to such person at such new address by the same manner and means as the original mailing.

10.5 The fact that a **Notice** is returned and marked "addressee unknown," "undeliverable," or such similar designation, shall not render the notice ineffective as to such **Settlement Class Member**, serve to exclude such **Settlement Class Member** from the **Settlement Class**, or render the **Settlement**, this **Agreement** or the **Judgment** ineffective as to such **Settlement Class Member**.

10.6 **WEBSITE**. **Class Counsel** shall post on its website in a conspicuous place the **Notice**, a copy of this **Agreement**, a downloadable **Exclusion Form**, the **Preliminary Approval of Settlement and Notice Order**, and any other materials the **Parties** agree to include. These documents shall be

available on the website within seven (7) business days of the **Notice and Claims Administrator** receiving the **Settlement Class Members List** and shall remain at least until **Final Approval**.

10.7 **CALL-IN LINE.** The **Notice** shall inform Class Members that they can contact **Class Counsel** if they have any questions about the **Settlement** or the **Preliminary Approval of Settlement and Notice Order**.

10.8 **CAFA NOTICE.** The **Notice and Claims Administrator** shall prepare and serve the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 within ten (10) calendar days of the filing of the **Motion for Preliminary Approval of Settlement and Notice Order**. The costs associated with the CAFA Notice shall be paid by **Defendant**.

10.9 Within twenty-five (25) days following the mailing of the **Notice**, the **Notice and Claims Administrator** shall certify to **Class Counsel** and **Defendant’s Counsel** that the notice procedure has been completed in accordance with the **Preliminary Approval of Settlement and Notice Order**. Such certification shall contain: (i) a certification that the **Notice** was mailed in accordance with the requirements of the **Preliminary Approval of Settlement and Notice Order**; (ii) a list of the names and addresses to which the **Notice** was originally mailed; (iii) a list of the names and new addresses of any **Settlement Class Members** as to whom the **Notice and Claims Administrator** received a notice of changed address, and re-mailed the **Notice**; (iv) a list of the names and addresses of any **Settlement Class Member** as to whom the **Notice and Claims Administrator** received an “addressee unknown,” “undeliverable” or such other form of notification in response to the last mailing sent to such person; (v) a certification that CAFA notice was provided.

10.10 None of the **Parties** shall provide any type of notice of the **Settlement** to **Settlement Class Members** other than as provided for herein. Other than **Class Representatives** and **Class Counsel** responding to questions raised by any **Settlement Class Member** concerning the **Litigation**, the **Settlement**, or the **Preliminary Approval of Settlement and Notice Order**, no **Party** shall communicate with any **Settlement Class Member** regarding the **Litigation**, the **Settlement**, or the **Preliminary Approval of Settlement and Notice Order**. In that regard, questions that any **Settlement Class Member** directs to **Defendant** or **Defendant’s Counsel** will be referred to **Class Counsel** without substantive comment or discussion.

10.11 The **Notice and Claims Administrator** shall preserve all physical documents submitted by the **Settlement Class Members** for a period of one (1) year, and an electronic record or image of all documents received and interactions with class members for a period of three (3) years. Following the expiration of each period, the **Notice and Claims Administrator** shall deliver the documents and material to **Defendant’s Counsel**.

ARTICLE 11 **PROCEDURES REGARDING EXCLUSION** **FROM THE SETTLEMENT CLASS**

11.1 Any **Settlement Class Member** (other than the **Individual Plaintiff**) may be excluded from the **Settlement**, the **Agreement**, and the **Settlement Class** by timely mailing or delivering to the **Notice and Claims Administrator** a writing that requests that the **Settlement Class Member** be so excluded, in conformity with the following requirements.

11.2 Any **Settlement Class Member** desiring **Exclusion** must submit a written **Exclusion Form** to the **Notice and Claims Administrator**.

11.3 In order to be effective to exclude a **Settlement Class Member**, the **Exclusion Form** must be mailed by first class United States mail, properly addressed, proper postage prepaid, to the **Notice and Claims Administrator** at the address indicated in the **Notice** and **Notice**, and post-marked with a date on or before the **Exclusion Deadline**.

11.4 A **Settlement Class Member** who submits a valid **Exclusion Form** shall:

11.4.1 have no rights under the **Settlement**, the **Agreement** or the **Judgment**;

11.4.2 have no right to any portion of the amount available to pay **Settlement Costs**;

11.4.3 not be bound by the **Settlement**, the **Agreement** or the **Judgment**;

11.4.4 not be deemed to have released any claims he or she may have against **Defendant**;

11.4.5 not have any claims he or she may have against **Defendant** dismissed by the **Judgment**; and,

11.4.6 have no right or standing to object to the **Settlement**, the **Agreement**, the **Notice and Claims Procedures**, the proposed awards of **Class Counsel Legal Fees** and **Incentive Awards**, or any other matter having to do with the administration or effectuation of the **Settlement**, the **Agreement** or the **Judgment**.

11.5 Within seven (7) business days after the **Exclusion Deadline**, the **Notice and Claims Administrator** shall provide to **Class Counsel** and **Defendant's Counsel** a written report identifying the **Opt-Outs** (if any). This report shall be accompanied by complete copies of all **Exclusion Forms** received by the **Notice and Claims Administrator** and all documents that purported to be an **Exclusion Form** that were not timely mailed or delivered to the **Notice and Claims Administrator**, or were not treated as effective by him or her for some other reason, and shall state for each such document the date it was mailed, facsimiled or hand delivered to the **Notice and Claims Administrator** within the meaning of paragraph 12.4, herein.

11.6 The **Individual Plaintiffs** agree that: (i) the **Settlement**, the **Agreement** and the proposed form of **Judgment** are fair, reasonable and adequate, both to them and to the **Settlement Class**; (ii) they will not file an **Exclusion Form** nor seek to exclude himself from the **Settlement Class** in any way; and (iii) they waive any right they may have to do so.

ARTICLE 12 **PROCEDURES REGARDING OBJECTIONS** **TO THE SETTLEMENT**

12.1 Any **Non-Excluded Class Member** may object to the **Settlement**, the **Agreement**, any aspect or element of the **Attorneys' Fees and Incentive Award Application**, the **Notice and Claims**

Procedures, the proposed form of the **Judgment** or any other term of the **Settlement** or **Agreement**, in accordance with the following.

12.2 A **Non-Excluded Class Member** desiring to object must file a **Notice of Objection** with the **Court**, and deliver or mail a copy to **Class Counsel**, **Defendant's Counsel** and the **Notice and Claims Administrator** at the addresses stated in the **Notice**.

12.3 A **Notice of Objection** must be (i) written; (ii) notarized; (iii) state the name, address and telephone number of the objecting **Non-Excluded Class Member**; (iv) provide satisfactory proof of his or her membership in the **Settlement Class**, and (v) set forth the grounds of objection.

12.4 In order to be effective, a **Notice of Objection**, along with all material submitted in support of or in relation to the objection, must be filed with the **Court** and delivered to **Class Counsel**, **Defendant's Counsel** and the **Notice and Claims Administrator** at the addresses stated in the **Notice** and **Notice**, by no later than the **Objection Deadline**. The **Notice of Objection** will be deemed filed with the **Court** for these purposes under the normal rules governing filings with the **Court**. The **Notice of Objection** will be deemed timely delivered to **Class Counsel**, **Defendant's Counsel** and the **Notice and Claims Administrator** if it is mailed by first class United States mail, proper postage pre-paid and properly addressed to **Class Counsel**, **Defendant's Counsel** and the **Notice and Claims Administrator** at the addresses set forth in the **Notice**, and post-marked with a date no later than the **Objection Deadline**.

12.5 No **Non-Excluded Class Member** shall be heard at the **Hearing on Final Approval** unless such person has complied with the requirements set forth in paragraphs 12.1-12.4, herein, and no objection or basis of objection shall be considered at the **Hearing on Final Approval**, or provide a basis for alteration or modification of the **Settlement**, the **Agreement**, the **Class Counsel Legal Fees**, **Incentive Award**, the **Notice**, the **Notice**, the **Publication Notice**, the **Notice and Claims Procedures**, the proposed **Judgment**, or any other term of the **Settlement** or **Agreement**, unless such objection or basis of objection was set forth in a timely **Notice of Objection** filed and delivered in accordance with the requirements and procedures of those paragraphs.

12.6 A **Non-Excluded Class Member**, who complies with the requirements of paragraphs 12.1-12.4, herein, may appear *pro se* at the **Hearing on Final Approval** or may enter an appearance at the **Hearing on Final Approval** through counsel of such member's own choosing and at such member's own expense.

12.7 The **Individual Plaintiffs** agree that: (i) the **Settlement**, the **Agreement** and the proposed form of **Judgment** are fair, reasonable and adequate, both to them and to the **Settlement Class**; (ii) they will not file a **Notice of Objection** or object to the **Settlement** in any way; and (iii) they waive any right they may have to do so.

ARTICLE 13
PROCEDURES REGARDING THE SUBMISSION OF CLAIMS BY SETTLEMENT
CLASS MEMBERS TO RECEIVE A PAYMENT

13.1 Each **Settlement Class Member** who is not an **Opt-Out** is entitled to payment.

13.2 By receiving payment, a **Non-Excluded Class Member** submits himself, herself or itself to the jurisdiction of the **Court** and agrees to be bound by the **Agreement** and the **Judgment** as it is ultimately entered.

13.3 The procedure for processing claims and payment of claims to **Non-Excluded Class Members** shall be as set forth in paragraphs 5.2, 5.3 and 5.4 herein.

ARTICLE 14
LIMITATION OF DEFENDANT'S RESPONSIBILITIES REGARDING
NOTICE, EXCLUSION, OBJECTION PROCEDURES

14.1 Other than delivering the **Settlement Class Members List** to the **Notice and Claims Administrator** and **Class Counsel**, **Defendant** shall have no responsibility or liability whatsoever with respect to: (i) the provision of **Notice** to **Settlement Class Members** or delivery of the **Notice** to them; (ii) locating **Settlement Class Members**; or (iii) the **Notice and Claims Procedures**. No Person shall have any claim of any kind against **Defendant** or **Defendant's Counsel** with respect to these matters.

ARTICLE 15
PRELIMINARY APPROVAL OF SETTLEMENT AND
SECURING ISSUANCE OF PRELIMINARY APPROVAL
OF SETTLEMENT AND NOTICE ORDER

15.1 Within two (2) business days following the date of this **Agreement**, the **Parties** shall jointly file a **Motion for Preliminary Approval of Settlement and Notice Order** in the form of Exhibit E.

15.2 The **Motion for Preliminary Approval of Settlement and Notice Order** shall request the **Court** to enter a **Preliminary Approval of Settlement and Notice Order**, in form identical to Exhibit A.

15.3 **Class Counsel** shall draft the **Motion for Preliminary Approval of Settlement and Notice Order**.

ARTICLE 16
TERMINATION OF AGREEMENT

16.1 **THE PARTIES' TERMINATION RIGHT.** Any **Party**, in his, her or its sole, absolute and unreviewable discretion, shall have the option to terminate this **Agreement** at any time if any one or more of the following occurs prior to the **Effective Date**:

16.1.1 The **Court**, or any appellate court should any aspect of the **Litigation** be appealed, fails or refuses to certify the **Settlement Class** in precisely the following language.

National Class. All persons with addresses within the U.S. who received an initial demand letter from Defendant from July 8, 2015 to the date of the entry of the Preliminary Approval of Settlement and Notice Order,

Subclass. All persons with addresses within the State of California who received an initial demand letter from Defendant from July 8, 2015 to the date of the entry of the Preliminary Approval of Settlement and Notice Order.

16.1.2 The **Court**, or any appellate court should any aspect of the **Litigation** be appealed, orders or requires notice to the **Settlement Class** in some other form, or by some other or additional manner or means, than as set forth in the **Agreement**, unless the other form or additional manner or means required is substantially and materially the same as set forth in the **Agreement**.

16.1.3 The **Court**, or any appellate court should any aspect of the **Litigation** be appealed, orders or requires changes to or modifications of the procedures for notice, exclusion from the **Settlement Class**, objections to the **Settlement** and the making of claims as set forth in the **Agreement**, unless the changes to or modifications of the procedures required are substantially and materially the same as set forth in the **Agreement**.

16.1.4 The **Court**, or any appellate court should any aspect of the **Litigation** be appealed, fails to finally approve the **Settlement** and/or the **Agreement**, or orders any material changes or modifications to the **Agreement**, as a condition of preliminary or **Final Approval**.

16.1.5 The **Court**, or any appellate court should any aspect of the **Litigation** be appealed, in any material way changes, modifies, reverses, vacates or orders changes or modifications to any of the following provisions of the **Agreement**, the **Preliminary Approval of Settlement and Notice Order** or the **Judgment**:

- (a) The **Payment Amount** and means of determining it;
- (b) The definition of the **Settlement Class** as set forth in the **Agreement** and Exhibits A and B;
- (c) The language by which the **Individual Plaintiffs** release **Defendant**, as set forth in the **Agreement**;
- (d) The language by which the **Settlement Class Members** are deemed to release and covenant not to sue **Defendant**, as set forth in the **Agreement**;
- (e) The language by which the claims of the **Individual Plaintiffs** and/or **Settlement Class Members** are to be dismissed, as set forth in the **Agreement** and Exhibits A and B;
- (f) The **Court** does not enter the **Preliminary Approval of Settlement and Notice Order** in substantially the form of Exhibit A, without material change;
- (g) The **Court** does not enter the **Judgment** substantially in the form of Exhibit B, without material change;
- (h) The **Court**, or any appellate court should any aspect of the **Litigation** be appealed, in any way changes, modifies, reverses, vacates or orders changes or modifications to this Termination Right; or

(i) The **Effective Date** does not occur within three hundred sixty-five (365) days after the **Motion for Preliminary Approval of Settlement and Notice Order** is filed with the **Court**.

16.2 MANNER OF EXERCISE OF TERMINATION RIGHT. Each **Party** desiring to terminate, shall exercise his, her or its right of termination by providing the **Court** and other **Parties** with written notice of termination within ten (10) business days of discovery of the occurrence providing the right to terminate.

16.3 OTHER TERMINATION. Except to the extent provided in paragraph 16.1, herein, this **Agreement** may be terminated only by the written, mutual agreement of the **Individual Plaintiffs**, the **Class Representatives** and **Defendant**, or by Order of the **Court**.

16.4 EFFECTS OF TERMINATION. Upon termination of the **Settlement** and **Agreement** the following shall occur and obtain:

16.4.1 This **Settlement** and the **Agreement** shall become null and void, and of no further force and effect, except as provided in this paragraph 16.4, herein;

16.4.2 Neither the **Settlement** nor the **Agreement**, nor evidence of any negotiations, mediations or proceedings relating thereto, shall be admissible for any purpose whatsoever in any proceeding other than to enforce the provisions of this **Agreement**, to effect the winding up of the **Settlement** and the **Agreement** and/or in other related proceedings;

16.4.3 The **Parties** shall be restored to their respective positions in the **Litigation** existing as of the date immediately preceding the execution of the **Agreement**;

16.4.4 Within fifteen (15) days following termination, the **Parties** shall jointly or individually move for a scheduling conference with the **Court** to deal with the status, planning, scheduling and future proceedings in the **Litigation**, and submit a new proposed scheduling order for immediate entry, after the **Parties** have first conferred in good faith regarding such new proposed scheduling order;

16.4.5 Within fourteen (14) days of being provided notice of termination, the **Notice and Claims Administrator** will pay **Defendant** all amounts then in its possession. In the event of termination, the **Notice and Claims Administrator** shall, upon request, provide **Defendant** with an accounting of cash receipts and disbursements;

16.4.6 All **Court** dates then set relating to the effectuation of the **Settlement** and the **Agreement** shall be vacated; and,

16.4.7 The **Court** shall vacate the **Preliminary Approval of Settlement and Notice Order**, insofar as it certified the **Settlement Class**, *nunc pro tunc* the date of the **Agreement**.

ARTICLE 17
NOTICES

17.1 Notices required to be provided to any **Party** shall be effected by letter, properly addressed and mailed as designated below by first class United States mail, proper postage pre-paid, and by email.

TO INDIVIDUAL PLAINTIFFS, CLASS REPRESENTATIVES
AND THE SETTLEMENT CLASS:

Abbas Kazerounian,
Kazerouni Law Group, APC
245 Fisher Avenue, Unit D1
Costa Mesa, California 92626
email: ak@kazlg.com

TO DEFENDANT:

Richard B. Benenson
Brownstein Hyatt Farber Schreck, LLP
410 17th Street
Suite 2200
Denver, Colorado 80202
email: rbenenson@bhfs.com

ARTICLE 18
ACKNOWLEDGEMENT OF FAIR AND REASONABLE RECOVERY
OF ECONOMIC LOSSES

18.1 The **Individual Plaintiffs** and all **Non-Excluded Class Members** acknowledge that the payments they are receiving under the **Settlement** and the **Agreement** constitute fair and just compensation for any actual or statutory damages or economic losses they may have suffered, from or by virtue of: (i) any letter he or she or it received from **Defendant** during the **Class Period**; (ii) any conduct alleged in the **Complaint**; and (iii) any conduct or claim encompassed by the **Released Claims**.

ARTICLE 19
NO ADMISSION OF LIABILITY OR WRONGDOING
BY DEFENDANT

19.1 **Defendant** has concluded that further litigation would be protracted and expensive, and would also divert management and employee time. **Defendant** therefore is entering into this **Settlement** and **Agreement** solely to avoid the expense and burden of litigation.

19.2 By entering into this **Settlement** and **Agreement**, **Defendant** does not admit that it has engaged in any unlawful or wrongful conduct of any kind whatsoever, and **Defendant** continues to deny unlawful conduct or wrongdoing as it has done throughout the **Litigation**. Nothing herein shall

constitute an admission by **Defendant** of liability or of the truth of any factual allegations in the **Litigation**. Nothing herein shall constitute an admission by **Defendant** that the **Litigation** is properly brought on a class or representative basis other than for settlement purposes.

19.3 The **Parties** agree that the **Settlement**, the negotiation and execution of this **Agreement**, and all acts performed or documents executed pursuant to or in furtherance of the **Settlement** (i) are not, shall not be deemed to be and may not be used as, an admission or evidence of any fault or omission on the part of **Defendant** in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; and (ii) are not, shall not be deemed to be and may not be used as, an admission of the appropriateness of these or similar claims for class certification under state or federal laws governing class actions.

ARTICLE 20 **COURT AUTHORITY**

20.1 The **Court** shall have exclusive jurisdiction and authority to enforce the terms of the **Settlement** and the **Agreement**, including, without limitation, the authority to enforce the duties of the **Parties** to cooperate in their implementation.

ARTICLE 21 **MISCELLANEOUS PROVISIONS**

21.1 Each **Party** acknowledges that the **Settlement** and the **Agreement** was arrived at after full negotiation and consideration in which all **Parties** were represented by competent, experienced and informed counsel. Each **Party** further represents that they have relied upon the advice of their respective attorneys, who are the attorneys of their own choice, concerning the legal and tax consequences of this **Agreement**, that the terms of this **Agreement** have been explained to them by their respective attorneys, and that the terms of this **Agreement** are fully understood and voluntarily accepted by them.

21.2 The **Parties** agree that no finding or conclusion of law was made in the **Litigation** that any **Party** engaged in any wrongful conduct of any kind whatsoever.

21.3 Pursuant to Federal Rule of Evidence 408, this **Agreement** and any related documents filed or created in connection with it shall be inadmissible in evidence in any proceeding, except as necessary to approve, interpret or enforce the **Settlement**, the **Agreement**, the Releases and/or the Covenants Not to Sue. **Individual Plaintiffs, Class Representative, Individual Plaintiffs' Counsel** and **Class Counsel** agree that they shall not refer to or offer or seek to admit the **Settlement** or the **Agreement** into evidence in any proceeding for any purpose other than in the **Litigation** and/or a proceeding involving an effort to enforce the **Settlement**, the **Agreement**, the Releases and/or the Covenants Not to Sue.

21.4 The **Parties** agree that the **Parties, Individual Plaintiffs' Counsel, Class Counsel, and Defendant's Counsel** shall not make, or cause to be made, any press release or public statement relating to the **Settlement**. This provision, however, shall not impact **Class Counsel's** ability to respond to **Settlement Class Members'** inquiries or the notice provisions outlined in paragraph 10.6

21.5 The **Parties** agree to cooperate in the implementation of the **Settlement** and the **Agreement** in accordance with their terms and the schedule set by the **Court**, and to utilize reasonable and good faith efforts to obtain satisfaction of all conditions necessary for the **Effective Date** to occur, for the **Judgment** to be entered and for the **Settlement** to be effected.

21.6 Upon the final distribution of all payments to the **Individual Plaintiffs** and **Non-Excluded Class Members**, **Class Counsel** and **Defendant's Counsel** shall return to the **Party** producing the same, or shall destroy, all information and material produced by them in the **Litigation**, including all copies of the same in whatever form, and certify under oath that they have done the same.

21.7 This **Agreement** shall be binding on, and shall inure to the benefit of the **Parties** and their respective successors, assigns, executors, administrators, heirs and legal representatives, as the case may be; provided, however, that no assignment by any **Party** shall operate to relieve such **Party** of his, her or its obligations under the **Agreement**. The **Individual Plaintiffs** and **Class Representatives** further represent and warrant that they have not assigned their claims in this **Litigation**.

21.8 This **Agreement** may be executed by facsimile, or emailed pdf copy, and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Photocopies and PDFs of signatures shall be treated as originals for all purposes.

21.9 This **Agreement**, together with all Exhibits, constitutes the sole and entire agreement among the **Parties** with respect to the subject matter hereof, and no representations, warranties, inducements, promises, or agreements (oral or otherwise) not embodied herein shall be binding upon the **Parties**. Any and all prior discussions, negotiations, agreements, commitments and understandings relating to the subject matter of this **Agreement** are superseded and merged into it.

21.10 The terms of this **Agreement** may not be changed, waived, modified or varied in any manner whatsoever unless in writing signed by all **Parties**.

21.11 The provisions of this **Agreement** (including any specified time periods) may be modified by written agreement between the **Parties**, with the consent of the **Court**, without further notice to the **Settlement Class Members**, unless the **Court** requires such notice.

21.12 The failure by any **Party** to insist upon the strict performance by any other **Party** of any of the provisions of this **Agreement** shall not be deemed a waiver of any of the **Agreement's** provisions, and notwithstanding such failure, no **Party** shall be thereby released from any obligations under the **Agreement**.

21.13 Except as otherwise specifically provided, all periods of time set forth in this **Agreement** shall be a period of calendar days, not business days. If a period of time set forth in this **Agreement** expires on a weekend or legal holiday, the period shall be extended to the first ensuing business day.

21.14 This **Agreement** shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws principles. This **Agreement** may be enforced solely in the **Court**.

21.15 This **Agreement** shall not be construed more strictly against one **Party** than another merely by virtue of the fact that it may have been prepared by counsel for one of the **Parties**, it being recognized that, because of the arm's-length negotiations between the **Parties**, all **Parties** hereto have contributed substantially and materially to the preparation of this **Agreement**.

21.16 The **Agreement** is not enforceable until executed by each of the **Parties** set forth below. Upon execution by all **Parties** it shall be deemed entered into as of the date first set forth on page 1.

21.17 Pursuant to FED. R. CIV. P. 23(e), this **Agreement** is subject to approval by the **Court**.

21.18 The Recitals are incorporated into and made terms of this **Agreement**.

21.19 The division of this **Agreement** into sections and subsections and the use of captions and headings in connection herewith are solely for convenience and shall have no legal effect in construing the provisions of this **Agreement**.

ARTICLE 22
SCHEDULE

22.1 The Parties agree that the following schedule shall govern the remainder of this Action, subject to Court approval:

EVENT	DEADLINE
Defendant to send addresses to Claims Administrator	3 days from date of Preliminary Approval
Notice to be mailed by Claims Administrator	30 days from date of Preliminary Approval
Motion for Attorneys' Fees; Litigation Costs; and, Incentive Award	30 days from date of Preliminary Approval
Deadline to Opt Out/Object	60 days from date of Preliminary Approval
Motion for Final Approval	120 days from date of Preliminary Approval

[SIGNATURES BEGIN ON NEXT PAGE]

**INDIVIDUAL PLAINTIFFS AND CLASS REPRESENTATIVES
ON BEHALF OF THEMSELVES INDIVIDUALLY AND THE
SETTLEMENT CLASS MEMBERS:**

<p>_____</p> <p>Rosa Calderon Personally and as Representatives of the Settlement Class</p> <p>Class</p>	<p>_____</p> <p>Javier Calderon Personally and as Representatives of the Settlement Class</p> <p>Class</p>
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CLASS COUNSEL:

KAZEROUNI LAW GROUP, APC

By: _____

DEFENDANT:

THE WOLF FIRM, A LAW
CORPORATION.

By: _____

DEFENDANT'S COUNSEL:

BROWNSTEIN HYATT FARBER SCHECK
LLP

By: _____
Richard B. Benenson

As to Form Only