

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and between Counter-Plaintiffs Latoya Lee and Shirley Darnell (collectively, “Counter-Plaintiffs”) and Counter-Defendant Portfolio Recovery Associates, LLC (“PRA”) in the consolidated cases of *Portfolio Recovery Associates, LLC, v. Latoya Lee and Shirley Darnell*, Case Nos. 16 SC 468, 16 SC 1201, and 16 SC 2745, currently pending in the Circuit Court of the Twentieth Judicial Circuit, St. Clair County (collectively, the “Consolidated Actions”). Counter-Plaintiffs and PRA are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On February 16, 2016, PRA filed a collection action against Latoya Lee in the Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Case No. 16 SC 468, in which PRA alleged that it was the assignee of a certain credit card account in Lee’s name ending in 3125, and PRA sought to recover the alleged outstanding balance on that account (the “Lee Action”). On March 11, 2016, Lee filed a class account counterclaim against PRA asserting the following causes of action: (1) violations of the Illinois Collection Agency Act (225 ILCS 425/1, et seq.); (2) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.); and (3) violations of the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692, et seq.).

2. On May 4, 2016, PRA filed a collection action against Shirley Darnell in the Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Case No. 16 SC 1201, in which PRA alleged that it was the assignee of a certain credit card account in Darnell’s name ending in 8284, and PRA sought to recover the alleged outstanding balance on that account (the “Darnell I Action”). On June 3, 2016, Darnell filed a class account counterclaim against PRA asserting the following causes of action: (1) violations of the Illinois Collection Agency Act (225 ILCS 425/1, et seq.); (2) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.); and (3) violations of the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692, et seq.).

3. On November 18, 2016, PRA filed a second collection action against Shirley Darnell in the Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Case No. 16 SC 2745, in which PRA alleged that it was the assignee of a certain credit card account in Darnell’s name ending in 2606, and PRA sought to recover the alleged outstanding balance on that account (the “Darnell II Action”). On February 7, 2017, Darnell filed a counterclaim against PRA asserting the following causes of action: (1) violations of the Illinois Collection Agency Act (225 ILCS 425/1, et seq.); (2) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.); and (3) violations of the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692, et seq.).

4. On May 23, 2016 (in the Lee Action), August 5, 2016 (in the Darnell I Action), and May 11, 2017 (in the Darnell II Action), PRA moved to compel arbitration of Lee and Darnell’s counterclaims. The parties conducted written discovery and deposition discovery related to PRA’s

motions to compel arbitration, which included multiple contested discovery motions and multiple court hearings regarding same.

5. On January 31, 2019, the Trial Court entered an order striking PRA's motions to compel arbitration pursuant to Illinois Supreme Court Rule 137. PRA appealed that order to the Appellate Court of Illinois for the Fifth Judicial District (Cons. Appellate No.: 5-19-0057). On December 9, 2019, the Appellate Court affirmed the Trial Court's January 31, 2019 order.

6. While the above-referenced appeal was pending, the parties continued to conduct discovery, which included contested discovery motions, which resulted in the production of more than 17,500 pages of documents by PRA.

7. On May 20, 2019, PRA moved to dismiss Lee and Darnell's counterclaims in their entirety for failure to state a claim. On May 29, 2019, PRA filed amended collection actions in each of the Consolidated Actions, attaching an affidavit pursuant to recently enacted Illinois Supreme Court Rule 280.2. On July 22, 2019, Lee and Darnell filed amended counterclaims in each of the Consolidated Actions. On September 5, 2019, PRA moved to dismiss Lee and Darnell's amended counterclaims in their entirety for failure to state a claim.

8. On October 31, 2019, the Parties participated in a formal, full-day mediation session with Hon. Judge Lloyd Cueto (Ret.) in Belleville, Illinois. Following the mediation, the parties continued to engage in arms-length negotiations.

9. Following arms-length negotiations, the Parties have negotiated a settlement, with the assistance of Judge Cueto, in which the Parties agree to resolve all matters between them, including the allegations contained in the Consolidated Actions and as set forth herein.

10. The Parties have agreed to settle the Consolidated Actions on the terms and conditions set forth herein in recognition that the outcome of the Consolidated Actions is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

11. PRA denied and continues to deny all charges of wrongdoing or liability. Despite PRA's beliefs that it is not liable for and has good defenses to the claims alleged in the Consolidated Actions, PRA desires to settle the Consolidated Actions and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally resolved in this Settlement Agreement. Neither this Settlement Agreement, nor any settlement negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of or evidence of any wrongdoing or liability.

12. Following arms-length negotiations, including mediation with an experienced mediator, the Parties now seek to enter into this Settlement Agreement. Lee and Darnell and Class Counsel have conducted an investigation into the facts and the law regarding the Consolidated Actions and have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Lee and Darnell and the Settlement Class, recognizing (a) the existence of complex and contested issues of law and fact;

(b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; (e) Counter-Defendant's financial condition and ability to fund this settlement; and (f) Lee and Darnell and Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

13. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their best respective interests.

14. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Consolidated Actions be settled and compromised, and that the Releasers release the Releasees of the Released Claims, without costs as to the Parties, Releasees, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

15. "Consolidated Actions" shall mean the consolidated actions pending in the Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Illinois, styled *Portfolio Recovery Associates, LLC v. Latoya Lee and Shirley Darnell*, Case Nos. 16 SC 468, 16 SC 1201, and 16 SC 2745, inclusive of PRA's collection actions against Lee and Darnell, and Lee and Darnell's counter-claims against PRA.

16. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with the Settlement Class Members, preparing a list of accepted and rejected claims, and disbursing payments to the proposed Settlement Class Members. Any Administrative Expenses shall be paid by PRA. The Settlement Administrator has estimated the Administrative Expenses will not exceed \$40,000.

17. "Approved Claims" shall mean complete and timely claims submitted by the Low-Balance Settlement Subclass Members that have been approved for payment by the Settlement Administrator pursuant to the procedures in Paragraph 57 of this Agreement.

18. "Class," "Settlement Class," "Class Member," or "Settlement Class Member" shall mean each member of the Settlement Class, as defined in Section III of this Agreement, inclusive of each member of the Low-Balance Settlement Subclass and the High-Balance Settlement

Subclass as each is defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class and includes, but is not limited to, Counter-Plaintiffs.

19. “Class Counsel” or “Counter-Plaintiffs’ Counsel” shall mean Donovan, Rose, Nester, PC, and Cates Mahoney, LLC.

20. “Counsel” or “Counsel for the Parties” means both Class Counsel and Counter-Defendant’s Counsel, collectively.

21. “Counter-Defendant” shall mean Portfolio Recovery Associates, LLC, and/or any or all of their past or present, direct or indirect, parents, subsidiaries, divisions, predecessors, successors, assigns, insurers, reinsurers, directors, officers, partners, shareholders, principals, owners, members, trustees, administrators, executors, managers, representatives, attorneys, accountants, financial and other advisors, investment bankers, underwriters, legal representatives, and successors in interest.

22. “Counter-Defendant’s Counsel” shall mean Gordon Rees Scully Mansukhani, LLP.

23. “Counter-Plaintiffs” or “Class Representatives” shall mean the named class representatives, Shirley Darnell and Latoya Lee.

24. “Court” shall mean the Circuit Court of the Twentieth Judicial Circuit, St. Clair County, Illinois, and the Hon. Judge Kevin Hoerner, or any judge sitting in his stead.

25. “Day” or “Days” means calendar days.

26. “Effective Date” shall mean the date when the Settlement Agreement becomes Final as that term is defined in Paragraph 29.

27. “Fee and Expense Petition” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.

28. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

29. “Final” means the Final Approval Order has been entered on the docket, and if a timely objection has been submitted (a) the time to appeal from such order has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) the Court, following the resolution of the appeal, enters a further order or orders approving the settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

30. “Final Approval Hearing” means the hearing before the Court where the Counter-Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representatives.

31. “Final Approval Order” shall mean an order entered by the Court that:
- a. Certifies the Settlement Class pursuant to 735 ILCS §§ 5/2-801;
 - b. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - c. Dismisses the Counter-Plaintiffs’ and Class Members’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - d. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to the Releasees; and
 - e. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

32. “Service Award” shall have the meaning ascribed to it as set forth in Section XV of this Agreement.

33. “Notice” means the Long-form notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit A for the Low-Balance Settlement Subclass and Exhibit B for the High-Balance Settlement Subclass, as well as the direct Postcard Notice, and is consistent with the requirements of due process.

34. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately forty-five (45) days after the entry of the Preliminary Approval Order, or such other date as ordered by the Court.

35. “Parties” shall mean Counter-Plaintiffs and the Counter-Defendant, collectively.

36. “Preliminary Approval Order” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notices set forth in this Agreement.

37. “Released Claims” shall mean any and all claims, suits, actions, controversies, demands, and/or causes of action arising under the Illinois Collection Agency Act (225 ILCS 425/1, et seq.), the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.), the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692, et seq.) or any

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other law relating to PRA's debt-collection activity that were or could have been asserted in the action against the Releasees.

38. "Releasees" shall refer, jointly and severally, and individually and collectively, to Portfolio Recovery Associates, LLC, and/or any or all of their past or present, direct or indirect, parents, subsidiaries, divisions, predecessors, successors, assigns, board members, agents, insurers, reinsurers, directors, officers, partners, shareholders, principals, owners, managers, representatives, attorneys, accountants, underwriters, legal representatives and successors in interest.

39. "Releasers" shall refer, jointly and severally, and individually and collectively, to Counter-Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

40. "Settlement Administrator" means, subject to Court approval, Heffler Claims Group, the entity selected and supervised by Class Counsel to administer the Settlement.

41. "Settlement Fund" means the settlement fund as defined in Section V of this Agreement.

III. SETTLEMENT CLASS CERTIFICATION

42. For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraphs 44 and 45, below; (b) Counter-Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (c) Counter-Plaintiffs' Counsel shall be appointed as Class Counsel.

43. Counter-Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement Agreement, or if for any other reason Final Approval of the Settlement Agreement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Consolidated Actions as if the Agreement had not been entered into.

44. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All persons against whom PRA filed a collection lawsuit in Illinois between March 11, 2013 and September 30, 2018, subject to the Exclusions detailed below.

45. Excluded from the Settlement Class are: (1) all Settlement Class members who paid or settled their accounts in full without PRA obtaining a judgment as of the date of Preliminary Approval; (2) all Settlement Class members whose accounts have been discharged in bankruptcy as of the date of Preliminary Approval; (3) all Settlement Class members who are deceased as of the date of Preliminary Approval; (4) all persons who elect to exclude themselves from the

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Settlement Class; and (5) the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family (collectively, the "Exclusions").

46. The Settlement Class shall consist of two mutually-exclusive subclasses: (1) the Low-Balance Settlement Subclass; and the High-Balance Settlement Subclass.

47. The Low-Balance Settlement Subclass consists of all Settlement Class Members, subject to the Exclusions, whose accounts as of the date of Preliminary Approval are either: (i) Uncollectible (as that term is defined in Paragraph 47(a) below); or (ii) have an outstanding balance of \$75 or less.

a. Uncollectible accounts include the following categories of accounts:

- i. Accounts that were paid or settled in full after PRA obtained a judgment in a collection action;
- ii. Accounts that PRA no longer owns because PRA returned the account to the seller from which PRA purchased the account;
- iii. Accounts for which the account holder has communicated to PRA a dispute regarding the validity of the account;
- iv. Accounts that PRA has purged from its databases; and
- v. Accounts regarding which PRA has received a cease and desist letter.

48. The High-Balance Settlement Subclass consists of all Settlement Class Members, subject to the Exclusions, whose accounts as of the date of Preliminary Approval have an outstanding balance of more than \$75.

49. The Counter-Defendant represents that, as of July 23, 2020: (i) the total number of Settlement Class Members, subject to the Exclusions, is 58,364; (ii) the total number of the Low-Balance Settlement Subclass Members is 17,938; and (iii) the total number of the High-Balance Settlement Subclass Members is 40,426. The Parties hereby acknowledge that these numbers are subject to change over time, and that the foregoing numbers are provided for informational purposes only. As detailed in Paragraph 57 below, PRA will create a Class List within twenty eight (28) days after the entry of the Preliminary Approval Order that will include updated numbers for the total number of Settlement Class Members, the total number of High-Balance Settlement Subclass Members, and the total number of Low-Balance Settlement Subclass members as of the date of the entry of the Preliminary Approval Order. Administration of this settlement will be based on the numbers of class members as of the date of the entry of the Preliminary Approval Order as updated in the Class List, and not on the numbers provided in this paragraph.

50. If for any reason the Settlement Agreement is not approved, the Court does not enter a Preliminary Approval Order and/or Final Approval Order, or a Final settlement and

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resolution of the Consolidated Actions as provided for in this Agreement is not reached, Counter-Defendant's agreement to certification of the Settlement Class shall not be used for any purpose, including but not limited to in any request for class certification in the Consolidated Actions or any other proceeding.

IV. SETTLEMENT OF THE CONSOLIDATED ACTIONS AND CLAIMS AGAINST RELEASEES

51. Final Approval of this Settlement Agreement will settle and resolve with finality on behalf of the Counter-Plaintiffs and the Settlement Class, the Consolidated Actions and the Released Claims against the Releasees by the Releasers in the Consolidated Actions.

V. SETTLEMENT FUND

52. Establishment of Settlement Fund.

- a. Conditional upon advance receipt of instructions and a Form W-9 from the Settlement Administrator, Counter-Defendant or their insurers shall pay to the Settlement Administrator a total sum not to exceed \$1,217,316.67 to create a Settlement Fund at the following intervals:
 - i. The first \$40,000 within fourteen (14) days of the entry of the Preliminary Approval Order for Administrative Expenses; and
 - ii. The remaining balance not to exceed \$1,177,316.67 within fourteen (14) days after the Effective Date. The amount to be paid at this interval will depend on the calculation of the Fee Award as detailed in Paragraph 77 below. The amount to be paid at this interval may be increased only to the extent necessary to pay any Administrative Expenses in excess of \$40,000.
- b. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund and the Credits will be provided in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Releasees from Released Claims, and dismissal of the Consolidated Actions with prejudice.
- c. The funds provided by or on behalf of Counter-Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

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- d. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Counter-Defendant or its insurers, as the case may be, less any Administrative Expenses paid to date. Counter-Plaintiffs shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- e. The Settlement Fund shall be used to pay: (i) Low-Balance Settlement Subclass Members' Approved Claims (\$100,000); (ii) a Service Award to Latoya Lee (\$5,000.00); (iii) a Service Award to Shirley Darnell (\$5,000.00); (iv) the Fee Award detailed in Paragraph 77 below; and (v) payment of Administrative Expenses to the Settlement Administrator estimated not to exceed \$40,000.00.
- f. The Settlement Fund and the Credits represents the total extent of the Counter-Defendant's monetary obligations under the Settlement Agreement. Counter-Defendant's contributions to the Settlement Fund shall be fixed under this Section and final. Counter-Defendant and the other Releasees shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

53. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, each Low-Balance Settlement Subclass Member who submits an Approved Claim shall be entitled to a payment of an equal *pro rata* share of \$100,000 of the Settlement Fund.

54. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, each High-Balance Settlement Subclass Member who does not request exclusion from the Settlement Class will receive an irrevocable credit from Counter-Defendant in the amount of \$75 against the outstanding balance on that person's account (the "Credit(s)"). Unless they request exclusion from the Settlement Class, each High-Balance Settlement Subclass Member shall receive the Credit without having to submit a claim form or otherwise "opt in" to the Settlement Class.

55. Any uncashed amounts from the Settlement Fund (including checks disbursed to Low-Balance Settlement Subclass Members that are uncashed for any reason within 120 days of issuance of the check) will be distributed as a *cy pres* to Illinois Legal Aid Online.

56. Procedure for Approving Settlement.

- a. Counter-Plaintiffs will file the Parties' joint motion for an order conditionally certifying the Class, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the "Unopposed Motion for Preliminary Approval").

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- b. At the hearing on the Joint Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement Agreement; appointing the Class Representatives and Class Counsel; approving the forms of Notice to the Class of the Settlement; and setting the Final Approval Hearing.
- c. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Counter-Plaintiffs shall be conditionally appointed Class Representatives, and that Counter-Plaintiffs' Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible, and will then submit the renegotiated settlement agreement to the Court for preliminary approval. If and only if the Parties are unable to obtain preliminary approval of a settlement agreement after submitting at least two renegotiated settlements to the Court, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Consolidated Actions as if the Settlement had not occurred.

57. Procedure for Administering Settlement.

- a. Class List. Within twenty eight (28) days after entry of the Preliminary Approval Order, Counter-Defendant shall create a Class List, based on readily available information already within its possession (the "Class List") and provide the Class List to Counter-Plaintiffs' Counsel and the Settlement Administrator. The Class List shall include, the following, if available: (1) last known name and address, for each Settlement Class member; (2) identification of the Settlement Class Members that are part of the High-Balance Settlement Subclass as of the date of the Preliminary Approval Order; and (3) identification of the Settlement Class Members that are part of the Low-Balance Settlement Subclass as of the date of the Preliminary Approval Order. The Settlement Administrator will update the mailing addresses on the Class List using the U.S. Postal Service's database of verifiable mailing addresses and the National Change-of-Address database.
- b. Type of Notice Required.

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- i. The Notice shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further inform Settlement Class Members how they may: (i) protect their rights regarding the settlement, including the process for submitting claims for the Low-Balance Settlement Subclass Members; (ii) request exclusion from the Settlement Class and the proposed settlement, if desired; (iii) object to any aspect of the proposed settlement, if desired; and (iv) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the settlement on all persons who do not timely request exclusion from the Settlement Class.
 - ii. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the form attached as Exhibit A.
 - iii. Within seven (7) days after the Settlement Administrator receives the Class List, individual notice shall be sent via US Mail to the Settlement Class Members in the form of a Postcard Notice, the text of which shall be agreed upon the Parties. The Postcard Notice shall direct the Settlement Class Members to the website described in subparagraph 57(b)(iv) below, where the Settlement Class Members can access the Long-form Notice (substantially in the form of Exhibit A for the Low-Balance Settlement Subclass Members and substantially in the form of Exhibit B for the High-Balance Settlement Subclass Members). For all Postcard Notice mailings returned as undeliverable, the Settlement Administrator shall perform one reverse look-up to find updated addresses and will cause the Postcard Notice mailing to be re-mailed once to those members of the Settlement Class.
 - iv. Within seven (7) days after the Settlement Administrator receives the Class List, the Settlement Administrator will establish a settlement website containing pertinent case documentation, including a copy of the Complaint, the Settlement Agreement, Preliminary Approval Order, and the Long-form Notice.
- c. Settlement Administrator's Review of Claims. The Settlement Administrator will track claim forms with unique security identifiers or control numbers issued to the Low-Balance Settlement Subclass Members and, among other things, check that each claim has a valid security code or control number. The Settlement Administrator shall examine each claim form and determine whether the claim form constitutes an Approved Claim, which is a claim form that: (a) is submitted in accordance with the directions accompanying the claim form and the provisions of this Agreement; (b) is

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submitted to the Settlement Administrator by the Claim Deadline as established by the Court's preliminary approval order; (c) contains all of the information requested in the Claim Form; (d) appears to be accurately, fully, and truthfully completed based on the information reasonably available to the Settlement Administrator; (e) is not duplicative of another claim regarding the same account, and (f) is executed by a Low-Balance Settlement Subclass Member, with either a physical signature or electronic signature, subject to the penalty of perjury. If competing claims are submitted for any given account, the Settlement Administrator shall seek further evidence from those claimants and decide which one should receive the settlement check. The Settlement Administrator has the authority to allocate a settlement check among such claimants as it deems appropriate under the facts and circumstances. If any discrepancy or issue is noted by The Settlement Administrator that would trigger a refusal to issue a check, The Settlement Administrator shall notify the claimant and attempt to cure. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent or invalid claims. Such procedures will include, without limitation: (a) screening for duplicate claims; (b) reviewing claims for evidence of fraud or deficiency; and (c) reviewing claims that appear to be incomplete, untruthful, or inaccurate. The Settlement Administrator shall have the right to audit claims and may request additional information from claimants. The Settlement Administrator will reject any claim where there is evidence of fraud and will advise the Parties. Provided that the Settlement Administrator complies with its obligations to review in good faith any objections raised by the Parties pursuant to Paragraph 57(d) below, the decision of the Settlement Administrator as to the validity of claims is final and binding.

- d. Parties' Review of Claims. Within seven (7) days after the Claim Deadline as established by the Court's preliminary approval order, the Settlement Administrator shall provide the Parties' counsel a list of claims and claim forms for the purposes of objection. Each Party shall have seven (7) days thereafter to object to any claims, and each Party shall have a further seven (7) days thereafter to respond to any objections raised by another Party. The Settlement Administrator shall review in good faith any objections raised by the Parties following the criteria set forth in this Paragraph 57 above and make a determination thereon.

58. Allocation.

- a. Within twenty one (21) days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Low-Balance Settlement Subclass Member who submits an Approved Claim, equal to each such Settlement Class member's *pro rata* share of \$100,000.00.

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- b. Within twenty one (21) days after the Effective Date, the Counter-Defendant shall cause the Credits to become effective for each High-Balance Settlement Subclass Member's account who did not request exclusion from the Settlement Class.
- c. Within twenty one (21) days after the Effective Date, the Settlement Administrator shall send to Latoya Lee a check in the amount of \$5,000.00. This amount will be paid to Latoya Lee as 1099 income.
- d. Within twenty one (21) days after the Effective Date, the Settlement Administrator shall send to Shirley Darnell a check in the amount of \$5,000.00. This amount will be paid to Latoya Lee as 1099 income.
- e. The Settlement Administrator shall notify the Parties that all payments have been made within seven (7) days of the last such payment. The Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement.
- f. Checks to the Low-Balance Settlement Subclass Members who submit Approved Claims shall remain valid and negotiable for one hundred twenty (120) days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time period. Within seventy-five (75) days of issuance of settlement checks, the Claims Administrator shall provide a list of any settlement checks that are not cashed/negotiated within sixty (60) days of issuance to Counsel for the Parties. Within ten (10) days thereafter, the Claims Administrator shall attempt to obtain valid mailing addresses and send a reminder post-card to affected class members. Additionally, at the conclusion of the 120-day period, the Claims Administrator shall provide a list of any settlement checks that are not then cashed/negotiated to counsel for the Parties. Within ten (10) days of the expiration of the 120-day period, the Claims Administrator shall transfer such uncashed funds to the *cy pres* recipient as identified above.
- g. The Settlement Administrator will include language on all settlement checks stating that such checks are void one hundred twenty (120) days following the date such check was originally issued. The Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement Agreement, including, without limitation, the portion of the Settlement Fund that has not been cashed within one hundred twenty (120) days following the date such check was originally issued.

VI. PROSPECTIVE RELIEF

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59. Counter-Defendant has, since October 1, 2018, filed all collection actions in Illinois in compliance with Illinois Supreme Court Rule 280 and will continue to file all collection actions in Illinois in compliance with Illinois law and Illinois Supreme Court Rules.

VII. RELEASE

60. In addition to the effect of any Final judgment entered in accordance with this Agreement, upon Final Approval of this Agreement, and for other valuable consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from any and all Released Claims.

61. As of the Effective Date, and with the approval of the Court, all Releasers hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Releasees. As of the Effective Date, all Releasers will be forever barred and enjoined from prosecuting any action against the Releasees asserting any and/or all Released Claims.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

62. This Settlement Agreement shall be subject to approval of the Court. As set forth in Section XIV, Counter-Defendant shall have the right to withdraw from the Settlement Agreement if the Court does not approve the material aspects of the Agreement.

63. Counter-Plaintiffs, through Class Counsel, shall submit this Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with the Notice plan.

64. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the settlement of the Consolidated Actions as set forth herein.

65. At least seven (7) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Counter-Plaintiffs, through Class Counsel, will move for: (a) Final Approval of the Settlement Agreement; (b) Final appointment of the Class Representatives and Class Counsel; and (c) Final certification of the Settlement Class, including for the entry of a Final Order and Judgment, and file a memorandum in support of the motion for Final Approval.

IX. EXCLUSIONS

66. Exclusion Period.

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- a. Settlement Class Members will have until the end of the Objection/Exclusion Deadline to exclude themselves from the Settlement in accordance with this Section. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

67. Exclusion Process.

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any order or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
- e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Counter-Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

68. A list reflecting all individuals who timely and validly excluded themselves from the settlement shall also be filed with the Court at the time of the motion for Final Approval of the Settlement.

X. OBJECTIONS

69. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (a) file copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (b) send copies of such papers via US Mail, hand delivery, or overnight delivery to both Class Counsel and the Counter-Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this settlement.

70. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) his/her full name, address, and current telephone number; (b) the case names and numbers of these Consolidated Actions; (c) the date range during which he/she was sued by Counter-Defendant; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

71. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing on or before the Objection/Exclusion Deadline pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

XI. FINAL APPROVAL HEARING

72. The Parties will jointly request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS 2-801 for settlement and, if so, (a) consider any properly-filed objections; (b) determine whether the Settlement Agreement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith; and (c) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XII. FINAL APPROVAL ORDER

73. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiver of any rights of appeal.

74. The Parties shall jointly submit to the Court a proposed order that without limitation:

- a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 2-801 and directing its consummation according to its terms; and
- b. Dismisses, with prejudice, all claims of the Parties and the Settlement Class in the Consolidated Actions, without costs and fees except as explicitly provided for in this Agreement.

XIII. TERMINATION OF THE SETTLEMENT

75. The Settlement is conditioned upon Preliminary and Final Approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, any Party may elect to terminate and cancel this Settlement Agreement within fourteen (14) days of any of the following events:

- a. The number of Settlement Class Members who request exclusion from the Settlement Class exceeds 2% of the total number of Settlement Class Members;
- b. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
- c. The Court refuses to grant Preliminary Approval of this Agreement even after the renegotiation process described in Paragraph 56(c) of this Agreement;
- d. The Court refuses to grant Final Approval of this Agreement in any material respect; or
- e. The Court refuses to enter a Final judgment in the Consolidated Actions in any material respect.

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76. In the event the Settlement Agreement is not approved or does not become Final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Consolidated Actions.

XIV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARD

77. No later than seven (7) days prior to the date of the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees not to exceed 33% of the Benefit to the Class, or \$1,047,316.67, whichever is less based on the updated numbers of Settlement Class Members as of the date of Preliminary Approval as provided in the Class List described in Paragraph 57 above, plus costs and expenses not to exceed Twenty Thousand Dollars (\$20,000.00) (collectively, the "Fee Award"). Class Counsel agrees that Class Counsel will not accept any award of fees or costs and expenses to the extent that any such award exceeds these amounts.

78. Notwithstanding any contrary provision of this Agreement, and subject to Paragraph 81 of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

79. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within seven (7) days after the Counter-Defendant transfers the remaining balance of the Settlement Fund to the Settlement Administrator pursuant to paragraph 52(a)(ii), the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award, subject to the limitations on the amount of the Fee Award detailed in this Section XIV. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.

80. Prior to or at the same time as Counter-Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for the Class Representatives in an amount not to exceed Five Thousand Dollars (\$5,000.00) for Latoya Lee and in an amount not to exceed Five Thousand Dollars (\$5,000.00) for Shirley Darnell, and Counter-Defendant agrees that it will not oppose such requests. The Service Awards shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days after the Counter-Defendant transfers the remaining balance of the Settlement Fund to the Settlement Administrator pursuant to paragraph 52(a)(ii).

81. In no event will Counter-Defendant's liability for attorneys' fees, expenses, and costs, Administrative Expenses, and/or a Service Award exceed the funding obligations set out in this Agreement. Counter-Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund and the Credits. Counter-Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Counter-

Defendant will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel.

XV. MISCELLANEOUS

82. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

83. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Counter-Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

84. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Counter-Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Consolidated Actions were brought by Counter-Plaintiffs or defended by Counter-Defendant, or each or any of them, in bad faith or without a reasonable basis.

85. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

86. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

87. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.

88. This Agreement and its Exhibits set forth the entire Agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties, and covenants contained and memorialized in such documents.

89. This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

90. The Parties agree that Exhibit A and Exhibit B to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

91. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

92. Except as otherwise provided herein, each Party shall bear its own costs.

93. Counter-Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Releasees to any other person or party.

94. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

95. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, except in accordance with Paragraph 98 of this Agreement, (a) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Consolidated Actions or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue. This Agreement is not a concession or admission and shall not be used as an admission or indication with respect to any claim of any fault, concession, or omission against any of the Releasees regardless of whether the Settlement Agreement is finally approved.

96. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

97. Except in accordance with Paragraph 98 of this Agreement, this Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or

received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

98. The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (c) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (d) in connection with any motion to enjoin, stay, or dismiss any other action, or (e) to obtain Court approval of the Settlement Agreement.

99. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

100. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Releasees.

101. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

102. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

103. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Sean K. Cronin
Brendan M. Nester
DONOVAN ROSE NESTER, PC
15 North 1st Street
Belleville, Illinois 62220
T: (618) 212-6500
scronin@drnpc.com
bnester@drnpc.com

David Cates
Chad Mooney

If to Counter-Defendant's Counsel:

Avanti D. Bakane
Brian H. Myers
GORDON REES SCULLY MANSUKHANI, LLP
One North Franklin, Suite 800
Chicago, IL 60606
T: (312) 565-1400
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Grey Chatham, Jr.
CHATHAM & BARICEVIC

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CATES MAHONEY, LLC
216 West Pointe Drive, Suite A
Swansea, Illinois 62226
T: (618) 277-3644
dcates@cateslaw.com
cmooney@cateslaw.com

107 West Main Street
Belleville, Illinois 62220
T: (618) 233-2200
greyjr@chathamlaw.org

104. The Parties agree that any written press releases, website disclosures, or statements to the media about this settlement (collectively, “public statements”) must be approved by all counsel for all Parties in advance, except that a Party may make a public statement of “no comment” or “the Parties have agreed to resolve this matter to avoid the expense and uncertainty of continued litigation” without the need to obtain advance approval from the other Parties pursuant to this paragraph. In any event, Counsel may not suggest that the settlement indicates that the lawsuit had merit or did not have merit, or that the settlement is an admission or indication of liability or a concession of lack of merit. However, except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication from either Counter-Defendants or Class Counsel to Settlement Class members regarding the settlement prior to the Final Approval hearing. Notwithstanding the foregoing, Class Counsel may answer any inquiries initiated by Settlement Class members so long as Class Counsel does not assert that the settlement indicates that the lawsuit had merit or that the settlement is an admission or indication of liability.

105. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

LATOYA LEE

/s/ Latoya Lee

Latoya Lee, Counter-Plaintiff

Date: 08/25/20_____

**PORTFOLIO RECOVERY
ASSOCIATES, LLC.**

Date: _____

SHIRLEY DARNELL

/s/ Shirley Darnell

Shirley Darnell, Counter-Plaintiff

Date: 08/25/20_____

COUNTER-DEFENDANT’S COUNSEL

Date: _____

Avanti D. Bakane
Brian H. Myers
GORDON REES SCULLY MANSUKHANI, LLP

CLASS COUNSEL

One North Franklin, Suite 800
Chicago, Illinois 60606

/s/ Sean Cronin

Date: 08/25/20

Sean K. Cronin
Brendan M. Nester
DONOVAN ROSE NESTER, P.C.
15 North 1st Street
Belleville, Illinois 62220

/s/ David Cates

Date: 08/25/20

David Cates
Chad M. Mooney
CATES MAHONEY, LLC
216 West Pointe Drive, Suite A
Swansea, Illinois 62226