

GEORGIA CAROL WORKMAN V. PARK NATIONAL BANK

Licking County Common Pleas Case No. 2022 CV 01217

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into as of the date of the final signature executed below, by and between (1) Plaintiff Georgia Carol Workman (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the proposed Settlement Class (defined below) and (2) Defendant Park National Bank (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.” The Parties intend this Settlement Agreement to resolve and settle all released rights and claims to the extent set forth below and subject to the terms and conditions set forth below.

RECITALS

1. On November 2, 2022, Plaintiff filed a class action complaint before Judge David Branstool in the Licking County Common Pleas Court, Case No. 2022 CV 01217, asserting claims against Defendant for breach of contract, including breach of the covenant of good faith and fair dealing, and unjust enrichment based on Defendant’s alleged practices of assessing overdraft fees (“OD Fees”) in connection with debit card transactions that were authorized with a positive account balance, but purportedly settled with a negative account balance (the “APPSN Claims” or “the claims”).

2. The Parties proceeded to litigate the claims, including Defendant's filing a motion to dismiss that the Court denied on March 7, 2023. A period of discovery followed, including preliminary settlement talks.

3. On July 2, 2024, the Parties participated in an arms-length mediation with the assistance of mediator Craig Woods of Woods Law & Dispute Resolution, LLC. After a day-long mediation, the Parties reached an impasse and requested that the mediator make a mediator's proposal. On July 3, 2024, the mediator proposed settlement terms that the Parties accepted, resulting in this Agreement.

4. Defendant denies any and all liability to Plaintiff and the members of the Settlement Class in the Action, and believes it would ultimately be successful in its defense of all claims asserted in the Action, but nevertheless desires to settle the Action, and all claims that could have been alleged therein, on the terms set forth in this Agreement solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

5. Plaintiff and Class Counsel have investigated the facts and law and have concluded that the Settlement is in the best interest of Plaintiff and the Settlement Class to avoid the risks and uncertainties of continuing these proceedings, and to assure meaningful benefits to the Settlement Class.

6. The Parties agree that this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any federal or state statute, rule, or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or the truth of any of the claims asserted in the Action, or of the infirmity of any of the defenses that have been raised or could be raised by Defendant.

7. **NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree, subject to approval by the Court, to settlement on the following terms and conditions:

TERMS AND CONDITIONS

I. DEFINITIONS

As used in this Agreement, the terms defined below shall have the meanings assigned to them when capitalized in this Agreement.

8. “Account” means any personal or business account maintained by Defendant in the name of one or more Settlement Class Members.

9. “Action” means the lawsuit captioned Workman v. Park National Bank, filed in the Licking County Common Pleas Court and assigned Case No. 2022 CV 01217.

10. “Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement and Release.

11. “APPSN Claims” means the claims asserted based on the assessment of APPSN Fees.

12. “Settlement Class Period” means November 1, 2016, through the Preliminary Approval Date.

13. “APPSN Fee” means any overdraft fee assessed to an Account for a debit card transaction that was authorized with a positive account balance and settled with a negative account balance.

14. “Attorneys’ Fees” means the attorneys’ fees and costs related to this Settlement Agreement that Class Counsel intend to seek under Section IV.C of this Agreement.

15. “Charge Offs” means the uncollected fees of a Settlement Class Member that (a) was assessed an APPSN Fee during the APPSN Class Period; (b) was closed with an APPSN Fee owing to Defendant; and (c) continues to be owed to Defendant as of the Final Approval, as identified based on a review and analysis of reasonably accessible transactional data and information.

16. “Claims” means the APPSN Claims.

17. “Class Counsel” means KalielGold PLLC and Gibbs Law Group LLP.

18. “Class Notice” means any of the three forms of notice discussed herein that will be provided to the Settlement Class pursuant to this Agreement.

19. “Court” means the Licking County Common Pleas Court.

20. “Current Account Holder” means a Settlement Class Member who continues to have their Account as of the date that the Net Settlement Fund is distributed to the Settlement Class Members pursuant to this Agreement.

21. “Defendant” means Park National Bank.

22. “Defendant’s Counsel” means Squire Patton Boggs (US) LLP.

23. “Effective Date” means the Final Approval Date, or such date as the Parties otherwise agree in writing.

24. “Email Notice” means the short form notice sent to Settlement Class Members for whom Defendant has email addresses.

25. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described below.

26. “Fee Application” means Class Counsel’s application or motion for Attorneys’ Fees, costs, and expenses.

27. “Fees” means, collectively, the APPSN Fees that are at issue in the Claims.

28. “Final Approval” means the date that the Court enters an Order granting final approval to the Settlement and determines the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Award to the Class Representative.

29. “Final Approval Date” means the last date on which all the following have occurred:

a. The Court has issued all necessary orders under Civ.R. 23 approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement;

b. The Court enters a Final Approval Order and judgment finally approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement; and

c. Either: (i) 30 days have passed after entry of the Court’s Final Approval Order and judgment, and within such time, no appeal is taken, or (ii) if an appeal is taken, the date upon which all appeals (including any requests for rehearing or other appellate review), as well as all further appeals therefrom (including all petitions for certiorari) have been finally resolved in a manner that is substantially consistent with the terms and intent of this Agreement, as determined by Defendant, and the deadline for taking any further appeals has expired such that no future appeal is possible.

30. “Final Approval Hearing” means the hearing at or after which the Court will determine whether to finally approve the Settlement as fair, reasonable, and adequate.

31. “Final Approval Order” means the Final Approval Order to be submitted to and entered by the Court in connection with the Final Approval Hearing. The Final Approval Order

shall be in a proposed form agreed upon by Class Counsel and Defendant, as modified in the discretion of the Court.

32. “Former Account Holder” means a Settlement Class Member who no longer has an open Account as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement

33. “Last Known Address” means the most recently recorded mailing address for a Settlement Class Member, as such information is contained in Defendant’s electronic records, or as updated by the procedures set forth herein.

34. “Long Form Notice” means the form of notice that will be posted on the Settlement Website created by the Settlement Administrator and shall be available to the Settlement Class Members by mail on request made to the Settlement Administrator.

35. “Net Settlement Fund” means the Settlement Amount, minus deductions for: (i) any Court-approved award of Attorneys’ Fees, costs, and expenses; (ii) any Court-approved Service Award; and (iii) any Court-approved Settlement Administration Costs, including the cost of Class Notice, Settlement Administration Expenses, and Taxes.

36. “Notice” means the three forms of class notice that the Parties will ask the Court to approve in connection with the Motion for Preliminary Approval of the Settlement.

37. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Postcard Notice, Email Notice, and Long Form Notice (all defined herein), which shall be substantially in the forms as the exhibits attached to the Motion for Preliminary Approval.

38. “Opt-Out and Objection Deadline” means the date 60 days after the deadline for the completion of Class Notice, or any other date set by the Court, by which the Settlement Class

Members must opt out of the Settlement or make any objection to the proposed Settlement, the Fee Application, and/or the Service Award Application, in accordance with the procedures set forth herein and/or in any order of the Court.

39. “Overdraft Forgiveness Amount” means the total amount that Defendant, without admission of liability, agrees to provide as consideration for this Agreement in the form of reductions to the outstanding APPSN Fees for Settlement Class Members with Charged Off Accounts, provided that such Fees are reasonably calculable based on review and analysis of reasonably accessible transactional data and information.

40. “Parties” means Plaintiff and the Settlement Class Members and Defendant.

41. “Plaintiff” means Georgia Carol Workman.

42. “Postcard Notice” means the short form notice sent by U.S. mail to Settlement Class Members for whom Defendant does not have valid email addresses or for whom Email Notice is returned undeliverable.

43. “Preliminary Approval” means preliminary approval of the Settlement Agreement by the Court, conditional certification of the Settlement Class, and approval of the method and content of the Class Notice to the Settlement Class Members.

44. “Preliminary Approval Date” means the date on which the Preliminary Approval Order, or any other order preliminarily approving the settlement, is entered by the Court.

45. “Preliminary Approval Hearing” means the hearing at which the Court will determine whether to preliminarily approve the Settlement as fair, reasonable, and adequate and authorize Notice to the potential Settlement Class Members, if the Court schedules such a hearing.

46. “Preliminary Approval Order” means the order to be submitted to and entered by the Court in connection with the Preliminary Approval Hearing, if the Court schedules such a

hearing. The Preliminary Approval Order shall be in a proposed form agreed upon by Class Counsel and Defendant, as modified in the discretion of the Court.

47. “Released Claims” means the claims and matters released as contemplated by this Settlement Agreement.

48. “Released Parties” means the individuals and entities released as set forth in this Settlement Agreement.

49. “Service Award” means any Court-approved payment to Plaintiff for serving as the Settlement Class Representative, which is in addition to any payment due to Plaintiff as a Settlement Class Member.

50. “Service Award Application” means Class Counsel’s application or motion for a Service Award to the Settlement Class Representative.

51. “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc. (“Epiq”), subject to Court approval.

52. “Settlement Administration Costs” or “Settlement Administration Expenses” means the costs and expenses reasonably and actually incurred in obtaining the services of the Settlement Administrator to facilitate the Settlement and the costs and expenses incurred by the Settlement Administrator in connection with the Settlement, which work includes, but is not limited to, printing and mailing the Class Notice, establishing a settlement website, mailing settlement checks to Settlement Class Members, preparing the Settlement Class Member List, identifying Settlement Class Members and Fees assessed to Charged-Off Accounts, and related services.

53. “Settlement Amount” means Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00) that Defendant will pay the Settlement Administrator and is inclusive of: (i) all

payments to Settlement Class Members; (ii) any award of Attorneys' Fees, costs, and expenses; (iii) the Service Award; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; and (vi) Taxes. Defendant shall not be required to pay any amount in addition to the Settlement Amount in connection with the Settlement. The Value of the Settlement is \$585,000, which is comprised of the \$510,000 Settlement Amount and the total amount of Charge-Offs, which are estimated to be \$75,000.

54. "Settlement Class" means the APPSN Class described herein in Section II. Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class Members who make a timely election to be excluded, and all judges and judicial staff assigned to this litigation and their immediate family members.

55. "Settlement Class Member" means any person included in the Settlement Class who does not opt-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment. If an Account has more than one account holder, then all authorized account holders shall be treated as one Settlement Class Member for purposes of the Settlement.

56. "Settlement Class Member List" means the list of all known members of the APPSN Class to be provided by Defendant's Counsel to the Settlement Administrator in accordance with the terms and provisions of Section III.D.1 hereof. The Settlement Class Member List will be compiled based on reasonably accessible transactional data and other information available to Defendant. The costs of identifying and preparing the Settlement Class Member List, including any work done prior to the execution of the Settlement Agreement, shall be paid out of the Settlement Fund.

57. “Settlement Class Member Payment” means the payment to a Settlement Class Member from the Settlement Amount

58. “Settlement Class Representative” means Plaintiff Georgia Carol Workman.

59. “Settlement Fund” means the Settlement Amount, and any other funds held in escrow by the Settlement Administrator pursuant to this Settlement Agreement, including accrued interest.

60. “Settlement Website” means the website that the Settlement Administrator will use as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, the Preliminary Approval Order approving this Settlement, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until thirty (30) days after the Effective Date. The URL of the Settlement Website shall be agreed upon by the Parties in writing.

61. “Successful Opt-Out” means any person or persons who timely and validly exercise their right to opt out of the Settlement Class under the process set forth herein and Civ.R. 23, but shall not include, in the discretion of the Parties: (a) persons whose Opt-Outs are challenged by Defendant and the challenge is not overruled by the Court or withdrawn by Defendant; (b) persons whose communications are not treated as an Opt-Out as provided herein; and (c) persons who purport to opt out of the Settlement as a group, aggregate, or class.

62. “Taxes” means (1) all federal, state, or local taxes of any kind on any income earned on the Settlement Fund and (2) the reasonable expenses and costs incurred by the Settlement Administrator in connection with determining the amount of, and paying, any taxes owed on

interest accrued on the Settlement Fund (including, without limitation, reasonable expenses of tax attorneys and accountants).

63. “Uncashed Settlement Checks” means any checks sent to Settlement Class Members that remain uncashed after a period of 180 days from the date of the first distribution of checks to Settlement Class Members.

64. Capitalized terms used in this Settlement Agreement but not defined above shall have the meaning ascribed to them in this Settlement Agreement, including any attached Exhibits.

II. SETTLEMENT CLASS AND SETTLEMENT CLASS REPRESENTATIVE

65. Class Definition. To effectuate the Settlement, the Parties agree and consent, for settlement purposes only, and subject to Court approval, that the following Settlement Class shall be certified:

APPSN Class: All Account holders who were charged one or more APPSN Fees during the Settlement Class Period.

66. Certification for Settlement Purposes Only. The Parties’ agreement as to certification of the Settlement Class is solely for purposes of effectuating a settlement and for no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification, and reserves all rights to contest class certification, if the Settlement set forth in this Settlement Agreement does not receive the Court’s final approval, if the Court’s approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement does not receive the Court’s final approval, if the Court’s approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if

the settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other Settlement-related statement may not be cited regarding certification of the Settlement Class, or in support of an argument for certifying a class for any purpose related to this or any other proceeding.

67. Settlement Class Representative. The Parties agree that, for settlement purposes only, Plaintiff is an adequate Class Representative for the Settlement Class.

III. SETTLEMENT CONSIDERATION

68. Subject to approval by the Court, under the Settlement, the total cash consideration to be provided by Defendant shall be Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00), inclusive of the amount paid to Settlement Class Members, any and all Attorneys' Fees, expenses, and costs awarded to Class Counsel, any Settlement Administration Costs, any Service Award to the Class Representative, and any *cy pres* payment. Defendant shall not be responsible for any other payments or consideration under this Agreement. Defendant in turn shall obtain the Releases as described herein and dismissal of the Action with prejudice.

IV. SETTLEMENT APPROVAL PROCESS

69. Preliminary Approval Motion. As soon as practicable after the execution of this Agreement, Plaintiff shall move the Court for an order that shall specifically include provisions that: (a) preliminarily approve the Settlement memorialized in this Agreement as fair, reasonable, and adequate; (b) certify the Settlement Class as defined herein for settlement purposes only; (c) approve the proposed Class Notice and authorize its dissemination to Settlement Class Members; (d) set deadlines consistent with this Agreement for mailing of the Class Notice, opting out of, or objecting to the Settlement, and filing papers in connection with the Final Approval Hearing; (e) appoint Settlement Class Representative as class representative and Class Counsel as counsel for

the Settlement Class; (f) approve the appointment of the Settlement Administrator; and (g) set a date for the Final Approval Hearing.

70. Class Notice. The Settlement Administrator shall provide timely Notice in the manner and form approved by the Court.

71. Settlement Class Member List. Within 45 days of the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator the Settlement Class Member List. In preparing the Settlement Class Member List, Defendant shall have no obligation to look beyond information obtainable from Defendant's readily searchable electronic databases. The Settlement Class Member List shall specify:

- a. The names of all APPSN Class Members;
- b. The Last Known Address for each APPSN Class Member, and, to the extent reasonably available, the email address for each APPSN Class Member who has elected to receive electronic notifications from Defendant;
- c. The total number of APPSN Fees charged to each Account during the Settlement Class Period; and
- d. The status of each Account (active or inactive).

72. The Settlement Administrator shall utilize current U.S.P.S. software and/or the National Change of Address ("NCOA") database searches to update the address records so that an APPSN Class Member's most recent address will be utilized for mailing purposes.

73. The Settlement Class Member List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Neither the Settlement Class Member List, nor the information contained in it, shall be reproduced, copied, stored, or distributed in any form,

electronic or otherwise, and shall be subject to return or destruction pursuant to Section VII.E.2 of this Agreement.

74. Notice to Settlement Class Members.

a. Prior to the dissemination of the Class Notice to any Settlement Class Member, the Settlement Administrator shall establish an Internet website using a domain to be mutually agreed upon by the Parties (the “Settlement Website”), which will contain the Class Notice and inform Settlement Class Members of the relevant dates and deadlines and related information. The website shall include, in .pdf downloadable format, the following: (i) Motion for Preliminary Approval; (ii) the Class Notice; (iii) the Preliminary Approval Order; (iv) this Agreement (including any Exhibits), (v) the Complaint; (vi) Plaintiffs’ Motion for Attorneys’ Fees, Costs and Expenses, and Incentive Award; (vii) Motion for Final Approval; (viii) Final Approval Order; and (ix) any other materials agreed upon by the Parties and/or required by the Court. The Internet website shall provide persons in the Settlement Class with the ability to complete and submit a request to opt out of the Settlement Class prior to the Opt-Out and Objection Deadline.

b. The Settlement Administrator shall provide notice of this Settlement and the Final Approval Hearing to all Settlement Class Members by mailing or emailing a copy of the Notice, as appropriate under the conditions set forth herein, to all potential Settlement Class Members. Unless adjusted by Court order, the mailing and emailing of all Class Notices shall be completed within 30 days of the Settlement Administrator’s receipt of the Settlement Class Member List.

c. The Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the

Settlement; a date by which Settlement Class members may exclude themselves from, or “opt-out” of, the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date on which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

d. Notice shall be provided to APPSN Class Members in at least one of three different ways: Email Notice to Account Holders for whom Defendant has email addresses; Postcard Notice sent by U.S. mail to Account Holders for whom Defendant does not have valid email addresses or for whom Email Notice is returned undeliverable; and Long Form Notice, which shall be available on the Settlement Website and/or via mail upon a APPSN Class Member’s request. Not all APPSN Class Members will receive all forms of Notice as detailed herein.

e. Once the Settlement Administrator has the list of APPSN Class Members, the Settlement Administrator shall run the physical addresses through the National Change of Address Database and shall mail to all such APPSN Class Members Postcard Notice as appropriate. The Settlement Administrator shall also send out Email Notice to all APPSN Class Members receiving Notice by that method. The initial Postcard Notice and Email Notice shall be referred to as “Initial Mailed Notice.”

f. The Settlement Administrator shall perform reasonable address traces for all Initial Mailed Notice postcards that are returned as undeliverable. A reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose and/or similar such database. No later than sixty (60) days before

the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces (“Notice Re-mailing Process”). The Settlement Administrator shall also send Postcard Notice to all APPSN Class Members whose Email Notice were returned as undeliverable and complete such Notice pursuant to the deadlines described herein as they relate to the Notice Re-mailing Process.

g. The Notice Program (which is composed of both the Initial Mailed Notice and the Notice Re-mailing Process) shall be completed no later than sixty (60) days before the Final Approval Hearing.

h. The cost of providing the Class Notice to each person on the Settlement Class Member List including, without limitation, postage costs and data processing, shall be paid solely from the Settlement Fund after approval by Class Counsel. Defendant shall have no additional obligation or liability with respect to such costs or expenses. The Parties, in good faith, will endeavor to minimize these costs to the extent possible or prudent.

i. For a period of 360 days after the Preliminary Approval Date, or 225 days after the Effective Date, whichever is longer, the Settlement Administrator shall maintain, at its expense, a post office box or address, to receive communications in connection with the Settlement.

j. At least five (5) days prior to the Final Approval Hearing, Class Counsel shall serve and file sworn statements evidencing compliance with the provisions of the Preliminary Approval Order concerning the mailing of the Class Notice.

k. Within the provisions set forth in this Section, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Defendant.

75. Opt-Out Rights. The Notice also shall include a procedure for Settlement Class members to opt out of the Settlement Class. An APPSN Class Member may opt out of the Settlement Class at any time during the Opt-Out Period, provided the opt-out notice is postmarked no later than the last day of the Opt-Out Period. Any APPSN Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement.

a. The Class Notice shall permit APPSN Class Members to exclude themselves from the Settlement Class and not to be bound by this Agreement, if, within such time as is ordered by the Court and contained in the Class Notice, the APPSN Class Member either: (i) signs and mails a notice of intention to opt out to the Settlement Administrator (in no particular format, but which contains the Settlement Class Member's name, address, and telephone number and the words "opt out," "exclusion," or words to that effect clearly indicating an intent not to participate in the settlement); or (ii) completes and electronically submits the opt-out form on the Settlement Website. If there is more than one account holder on an Account, all account holders must execute the notice of intention to opt out for the opt-out to be effective. If necessary, the Parties shall confer as to whether a communication from an APPSN Class Member is a request to opt out and shall inform the Court of their position at the Final Approval Hearing. In no event shall any notice in which an APPSN Class Member purports to opt out any other person (including any group, aggregate, or class involving more than one APPSN Class Member) be considered a valid opt-out. Individuals are not permitted to exclude other individuals, and if there is a group of opt-outs, each individual APPSN Class Member must evidence his or her intent by complying with the procedures above. Any opt-out submitted by an APPSN Class Member on behalf of a group, aggregate, or putative class shall be deemed valid as to that APPSN Class Member only, and shall be invalid as to the group, aggregate, or putative class.

b. The Class Notice shall provide that requests by any APPSN Class Member to opt out of the Settlement must either be (i) mailed to the Settlement Administrator postmarked by the Opt-Out and Objection Deadline, or (ii) submitted on the Settlement Website by the Opt-Out and Objection Deadline or be forever barred.

c. The Settlement Administrator must send Defendant's Counsel and Class Counsel copies of any opt-out notices it receives within seven (7) days of receipt. Defendant's Counsel or Class Counsel may dispute an opt-out or purported opt-out, including an attempt to opt out as a group, aggregate or class, within 30 days of the postmarking of the notice of intention to opt out, or by the Final Approval Date, whichever occurs later. Such objection shall be effective to void any opt-out or purported opt-out, unless and until (i) the other Party's counsel disputes the objection, in good faith and in writing to the objecting party's counsel, within ten (10) days of the objection, and (ii) promptly seeks a ruling by the Court and proves that the objection should be rejected or overruled. The Court shall retain jurisdiction to resolve such disputes. Any decision by Defendant's Counsel not to dispute an opt-out or purported opt-out shall not be a waiver, determination, or preclusive finding against Defendant with respect to any other opt out notice.

d. Class Counsel shall not solicit or represent APPSN Class Members who are Successful Opt-Outs.

76. Objections to the Settlement. The Notice also shall include a procedure for APPSN Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees and costs and/or a Service Award to the Class Representative. Objections to the Settlement, to the application for fees and costs, and/or to the Service Award must be filed with the Court, mailed to Class Counsel, mailed to Defendant's counsel, and mailed to the Settlement Administrator.

a. In order to be heard at the Final Approval Hearing, the APPSN Class Member must make his, her, or their objection in writing and file it with the Court by the Opt-Out and Objection Deadline and serve the objection on all Parties, postmarked no later than the last day to file the objection, at the following addresses: (i) for Class Counsel: Shawn Judge or Mark Troutman, Gibbs Law Group LLP, 1554 Polaris Parkway, Suite 325, Columbus, OH 43240; and (ii) for Defendant: Joe D'Andrea, Squire Patton Boggs (US) LLP, 2000 Huntington Center, 41 South High Street, Columbus, OH 43215. If submitted by mail, an objection shall be deemed to have been submitted on the postmark date reflected on the envelope. If submitted by private courier (*e.g.*, FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

b. For an objection to be considered by the Court, the objection must also set forth: (1) the name of the Action; (2) the objector's full name, address, and telephone number; (3) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel; (5) the identity of counsel, if any, representing the objector who will appear at the Final Approval Hearing; (6) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (7) a statement indicating whether the objector intends to appear personally and/or testify at the Final Approval Hearing; and (8) the objector's signature.

c. Class Counsel and/or Defendant may conduct limited discovery on any objector consistent with the Ohio Rules of Civil Procedure.

d. Plaintiff and Defendant may file responses to any objections that are submitted by a Settlement Class Member.

e. Any APPSN Class Member who does not provide a timely, written objection shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the award of Attorneys' Fees, or the Service Award.

77. Final Approval.

a. At the time designated by the Court, Plaintiff shall move the Court for a Final Approval Order, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate; (b) find that the Class Notice as distributed was the best notice practicable under the circumstances and fully satisfied the requirements of due process and applicable rules; (c) approve the plan of distribution of the Settlement Amount and interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that Plaintiff and the Settlement Class Members (except those who have timely and validly requested exclusion from the Settlement Class) have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in the Agreement, and subject to the Court's continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of the Settlement Agreement.

b. At the Final Approval Hearing, Plaintiff and Class Counsel shall make a good faith effort to present sufficient evidence to support the entry of the Final Approval Order and shall present such evidence as they deem appropriate to support any award of Attorneys' Fees.

V. ESCROW ACCOUNT

78. Settlement Funds. In exchange for the releases described herein and dismissal with prejudice of the Action, Defendant agrees to pay the total Settlement Amount of Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00) in full settlement of the Action. The

Settlement Amount shall include (i) all payments to Settlement Class Members; (ii) all attorneys' fees, costs, and expenses; (iii) any Service Award to the Settlement Class Representative; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; and (vi) Taxes. Under no circumstances shall Defendant be required to pay any amount in addition to the Settlement Amount in connection with the Settlement.

79. The Settlement Administrator will establish an interest-bearing Escrow Account to hold the Settlement Funds.

80. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

VI. SETTLEMENT ADMINISTRATOR

81. Class Counsel, in consultation with Defendant, has selected Epiq as the Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing

Postcard Notice and Email Notice to Settlement Class Members and distributing the Settlement Fund as provided herein.

82. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

a. Use the name and address information for APPSN Class Members provided by Defendant in connection with the Notice Program approved by the Court for the purpose of mailing the Postcard Notice and sending the Email Notice, and later mailing distribution checks to Former Account Holder Settlement Class Members and to Current Account Holder Settlement Class Members where it is not feasible or reasonable for Defendant to make the payment by a credit to the Settlement Class Members' Accounts;

b. Establish and maintain a Post Office box for the receipt of opt-out requests and objections;

c. Establish and maintain the Settlement Website;

d. Establish and maintain an automated toll-free telephone line for APPSN Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

e. Respond to any mailed APPSN Class Member inquiries;

f. Process all requests for exclusion from the Settlement Class;

g. Provide weekly reports to Class Counsel and Defendant that summarize the number of requests for exclusion and/or objections received that week, the total number of exclusion requests and/or objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court confirming that the Notice Program was completed and that all applicable Notice

requirements have been met, describing how the Notice Program was completed, providing the names of each APPSN Class Member who timely and properly opted-out from the Settlement Class, as well as those APPSN Class Members that timely filed objections, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Identify to Defendant the amount of the Net Settlement Fund required to make Settlement Class Member Payments to Current Account Holders by a credit to those Settlement Class Members' Accounts and then send Defendant the funds at least seven (7) days before Defendant makes the Account credits;

j. Perform all tax-related services for the Escrow Account as provided in the Agreement;

k. Pay invoices, expenses, and costs upon approval by Class Counsel and Defendant, as provided in this Agreement; and

l. Any other Settlement-administration-related function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been distributed.

VII. DISTRIBUTION OF THE SETTLEMENT FUND

83. Within forty-five (45) days of the Preliminary Approval Date, Defendant will place the Settlement Amount into a “qualified settlement fund” set up by the Settlement Administrator.

84. The Settlement Fund Prior to Distribution.

a. The Settlement Administrator shall invest the Settlement Fund in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in an account fully insured by the United States Government and shall reinvest the proceeds of these instruments as they mature in similar

instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

b. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court.

c. All funds held by the Settlement Administrator shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement or further order of the Court.

d. Defendant shall have the right to impose any reasonable terms and conditions on the operation and maintenance of the Settlement Fund, and of any funds it pays in connection with this Agreement, that it deems appropriate to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys from intentional or unintentional diversion, expenditure, forfeiture, escheat, or other dispersion that is inconsistent with the express terms of this Agreement, and (2) shall inform Class Counsel of any such terms and conditions. In the event Defendant desires to have the Settlement Administrator enter into an agreement or undertaking to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys in accordance with this paragraph, or to obtain any order from the Court in connection with this paragraph, Plaintiff agrees not to object to such requested agreement or order other than on the grounds that the terms or relief sought, in whole or in part, is inconsistent with the express terms of the Settlement.

85. Distribution Plan.

a. Calculation and Disbursement of Settlement Class Member Payments.

Each Settlement Class Member who paid at least one APPSN Fee during the Settlement Class Period shall be entitled to receive a Settlement Class Member Payment. The amount remaining in the Settlement Fund after deductions for: (i) any award of Attorneys' Fees, costs, and expenses; (ii) any Service Award to the Settlement Class Representative; (iii) the cost of Class Notice; (iv) Settlement Administration Expenses; and (v) Taxes shall be the "Net Settlement Fund" and shall be disbursed using the immediately following methodology or such other methodology as would produce and equivalent result.

b. Defendant will identify all Accounts held by Settlement Class Members for which Defendant assessed APPSN Fees during the Class Period.

c. The Fees will be totaled for each Account.

d. The Net Settlement Fund will be allocated pro rata to the Settlement Class Members based on their number (not dollar amount) of Fees.

e. The Settlement Administrator shall divide the total amount of the Net Settlement Fund by the total amount of all Settlement Class Members' Fees. This calculation shall yield the "Pro Rata Percentage."

f. Each Settlement Class Member's Pro Rata Percentage will be multiplied by the amount of the Net Settlement Fund, which yields a Pre-Adjustment Payment Amount for each Settlement Class Member.

g. If any Settlement Class Member's Pre-Adjustment Amount is less than \$5.00, the Settlement Class Member's Payment amount shall be adjusted to \$5.00. The remainder of the Net Settlement Fund shall then be apportioned pro rata to all other Settlement Class

Members by multiplying those Settlement Class Members' Pro Rata Percentage by the remaining amount of the Net Settlement Fund.

h. The Parties agree the foregoing allocation formula is exclusively for purposes of computing, in a reasonable and efficient fashion, the amount of any Settlement Class Member Payment each Settlement Class Member should receive from the Net Settlement Fund. The fact that this allocation formula will be used is not intended (and shall not be used) for any other purpose or objective whatsoever.

i. Active Accounts. Within fifteen (15) days of the Effective Date, the Settlement Administrator will wire to Defendant the funds necessary to make all Settlement Class Member Payments to Settlement Class Members whose applicable Accounts are still active. Defendant shall then directly deposit the Settlement Class Member Payments into the Settlement Class Members' active Accounts within 60 days after the Effective Date. Defendant shall notify Current Account Holders of any such credit on the Account statement on which the credit is reflected by stating "Fee Refund" or something similar, in Defendant's sole discretion. Defendant will bear any costs associated with implementing the Account credits and notification discussed in this paragraph.

j. Accounts Closed Before Deposit. If any Settlement Class Members close their applicable Account before Defendant can deposit their Settlement Class Member Payment, Defendant shall deposit those Settlement Class Member Payments back into the Settlement Fund, and those Settlement Class Members shall be paid by check from the Settlement Administrator. The checks shall have the same expiration date as the checks sent to Settlement Class Members with closed Accounts as outlined herein.

k. Inactive Accounts. For Settlement Class Members whose applicable Accounts are no longer active, the Settlement Administrator shall mail checks in the amount of each Settlement Class Member Payment within 60 days after the Effective Date. The checks shall indicate that they expire 180 days after the date on which the check is issued.

l. Deceased Settlement Class Members. Deceased Settlement Class Members' Settlement Class Member Payments shall be paid by check made out to the estate of the deceased Settlement Class Member, provided that, prior to the Effective Date, the Settlement Class Member's estate informs the Settlement Administrator of the Settlement Class Member's death and provides a death certificate confirming that the Settlement Class Member is deceased.

m. Uncashed or returned checks. The amount of the Net Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator shall be held by the Settlement Administrator for up to six months from the date that the first distribution check is mailed by the Settlement Administrator. During this time the Settlement Administrator shall make a reasonable effort to locate intended recipients of settlement funds whose checks were returned (such as by running addresses of returned checks through the Lexis/Nexis database and/or similar such database that can be utilized for such purpose) to effectuate delivery of such checks. The Settlement Administrator shall make only one such additional attempt to identify updated addresses and re-mail or re-issue a distribution check to those for whom an updated address was obtained.

n. Redistribution of Uncashed Settlement Checks. Within fifteen (15) days after the Settlement checks expire (195 days from the date that the Settlement Administrator issues the Settlement checks to Settlement Class Members), the Settlement Administrator shall, if economically feasible, redistribute any funds remaining as a result of Uncashed Settlement Checks

(less the cost of redistribution) in equal amounts to Settlement Class Members whose Settlement checks were cashed and Settlement Class Members whose Settlement payments were directly deposited into their Accounts, by mailing checks to those Settlement Class Members. If the distribution of remaining funds costs more than the amount to be distributed or is otherwise economically unfeasible, or if additional funds remain after a second distribution, the remainder of the Settlement Fund (less costs of settlement administration) will be paid to a *cy pres* recipient agreed upon by the Parties.

o. Status Report. Class Counsel will file a status report with the Court confirming the distribution of funds, as well as any second distribution, 270 days after the Effective Date. If unclaimed funds remain after the second distribution, the Parties will then pay the remaining funds to Licking County Consumer Credit Counseling Services within 30 days of the expiration of any paper checks used to make the second distribution.

p. Tax Obligations. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Settlement Class Members because of, or that arise from, any Settlement payments to Settlement Class Members or any other term or condition of this Agreement.

86. Attorneys' Fees, Costs, Expenses, and Service Awards.

a. At least twenty-one (21) days before the Opt-Out and Objection Deadline, Class Counsel may apply to the Court for an award of Attorneys' Fees, costs and expenses via a Fee Application or Motion, and for a Service Award for the Settlement Class Representative via a Service Award Application or Motion, all to be paid from the Settlement Fund. Class Counsel will provide the current draft of their Fee Application and their brief in support of their Fee

Application to Defendant's Counsel no less than one week before filing, unless a shorter time period is agreed upon by the Parties.

b. Defendant agrees not to oppose Class Counsel's request for Attorneys' Fees of up to 33.33% of the Settlement Amount, and not to oppose Class Counsel's request for reimbursement of reasonable expenses actually incurred and paid. Defendant further agrees not to oppose Class Counsel seeking a \$5,000.00 Service Award for the Settlement Class Representative. However, Defendant reserves its right to oppose any request for Attorneys' Fees over and above 33.33% of the Settlement Amount, in addition to unreasonable expenses incurred and paid, and to oppose any request for a Service Award for the Settlement Class Representative that is over and above \$5,000.00. In the event that the Court does not approve Class Counsel's request for Attorneys' Fees, in whole in or in part, or the Court does not approve the request for a Service Award for the Settlement Class Representative, in whole or in part, the Settlement and this Agreement shall otherwise remain effective.

c. Class Counsel expressly disclaim all rights to collect attorneys' fees, costs, and expenses more than the amount awarded by the Court from any person or entity, and agree, upon demand, to execute a release of any person's or entity's obligation to pay such sums. Class Counsel is responsible for distributing any award of Attorneys' Fees amongst themselves. Defendant shall not be liable for any claims ensuing from the distribution of Attorneys' Fees.

d. Defendant shall have no obligation to pay any attorneys' fees or costs to Class Counsel, or any Service Award to the Settlement Class Representative, except as part of the Settlement Amount. Any Attorneys' Fees, Costs, Expenses, and Service Award approved by the Court shall be paid by the Settlement Administrator from the Settlement Fund within 10 days of the Effective Date.

e. The Settlement is not conditioned upon the Court's approval of the Attorneys' Fees sought by Class Counsel, or the Service Award sought by Settlement Class Representative. Any appellate proceedings relating solely to the award of Attorneys' Fees, costs, and expenses and/or the Service Award shall not delay the effectuation of the Releases contained herein.

f. The Parties negotiated and reached agreement regarding attorneys' fees, costs, and expenses and the Service Award only after reaching agreement on all other material terms of this Settlement.

87. Interest Included. References to the Settlement Fund in this Section shall include both the portion of the Settlement Amount deposited into escrow and any earnings thereon.

88. Refund Upon Termination. If the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason, the remaining Settlement Fund (including accrued interest), less expenses and Taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be refunded to Defendant.

VIII. OTHER RELIEF

89. Overdraft Forgiveness for Charged Off Accounts. For each Charged Off Account belonging to a Settlement Class Member, the Account's outstanding balance due to Defendant shall (to the extent not already done) be reduced by the total amount of Fees for that Account, provided that such Fees are reasonably calculable based on review and analysis of reasonably accessible transactional data and information. To the extent not already completed, Defendant will implement the Overdraft Forgiveness within 180 days after the Effective Date.

90. Prospective Relief. As of the Effective Date, Defendant shall no longer assess APPSN Fees (the "Prospective Relief"). The Prospective Relief agreed to under this Section shall not be enforceable by equitable means or by means of contempt of court.

91. Releases. Plaintiff and the Settlement Class Members provide the following releases:

a. Upon Final Approval, and in consideration of the promises and covenants set forth in this Settlement Agreement, Settlement Class Representative and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf will be deemed to have completely released and forever discharged Defendant, and each of its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, successors, assigns, insurers, and third party suppliers and vendors (collectively, the “Released Parties”), from any claim, right, demand, charge, suit, matter, damage, loss, complaint, action, cause of action, obligation, or liability of any and every kind and description, from the beginning of the statute of limitations period until the Effective Date, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, apparent or unapparent, matured or unmatured, disclosed or undisclosed, accrued or unaccrued, latent or patent, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that were or could have been asserted in the Action or that could be raised in the future, in any court, tribunal, forum, or proceeding, arising out of, in connection with, or relating in any way to the allegations made in the Action, and/or the underlying facts and circumstances, including, but not limited to, that Defendant was allegedly assessing APPSN Fees on Accounts (the “Released Claims”).

b. The Released Claims include, but are not limited to, claims or defenses concerning the APPSN Claims, and any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from, relating to, or in connection with the conduct, acts, and/or omissions described in this paragraph.

c. Without limiting the foregoing, the Released Claims specifically extend to claims that arise out of, relate to, or are in connection with the assessment of Fees that the Settlement Class Representative and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases therein, becomes effective. This paragraph constitutes a waiver by the Settlement Class Representative and shall be deemed to be a waiver by all Settlement Class Members, of any statutes, laws, or legal principles of any state providing, in effect, that a release does not extend to claims that the releasing party does not know or suspect to exist when executing the release and that, if known, would have affected his or her settlement with the released party, or language similar in purpose.

92. Settlement Class Representative understands and acknowledges, and all Settlement Class Members shall be deemed to understand and acknowledge, the significance of the waiver set forth in the prior paragraph. In connection with such waiver and relinquishment, Settlement Class Representative acknowledges, on behalf of herself and all Settlement Class Members, that she is aware that she may hereafter discover facts in addition to, or different from, those facts which she now knows or believes to be true with respect to the subject matter of the Settlement, but that it is her intention to release fully, and finally, and forever, all Released Claims, and in furtherance of such intention, the release of the Released Claims provided to the Released Parties will be and remain in effect notwithstanding the discovery or existence of any additional or different facts. This is true where such claims are known or unknown, suspected or unsuspected, contingent or

non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

93. Settlement Class Representative, on behalf of herself and the Settlement Class Members, covenant and agree: (i) not to sue, institute, cause to be instituted, permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Settlement Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

94. Nothing in this Agreement shall operate or be construed to release any claims or rights Defendant has to recover any past, present, or future amounts that may be owed by Plaintiff or by any Settlement Class Member on any accounts, loans, or debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or debts; provided however, that Defendant shall release its claims or rights to recover any amounts forgiven on any Charge-Offs as described in this Agreement.

95. If the Settlement Agreement is finally approved, the Parties agree that Plaintiff will cause the claims in the Action to be dismissed with prejudice, with all parties to bear their own costs not otherwise awarded. Plaintiff will perform all procedural steps necessary to effectuate dismissal with prejudice of the Action upon Final Approval of the Settlement.

IX. REPRESENTATIONS AND WARRANTIES

96. Attorneys' Fees. Settlement Class Representative and Class Counsel represent and warrant that (i) the Settlement Amount includes all Attorneys' Fees, costs, and expenses incurred in connection with the Action, and (ii) any Fee Application Class Counsel file shall include all persons (natural or legal) having any interest in any award of Attorneys' Fees in connection with the Action. Any Fee Application shall include within its scope all attorneys and law firms with a financial interest in any such award. Settlement Class Representative and Class Counsel agree to indemnify and hold harmless Defendant and all Released Parties against any claims related to or arising from any other persons or entities claiming any interest in any award of Attorneys' Fees in connection with the Action or the Released Claims.

97. Class Counsel. Settlement Class Representative and Class Counsel represent and warrant that the term "Class Counsel" as defined in this Agreement includes all persons (natural or legal) having any interest in any award of attorneys' fees or costs in connection with the Action.

98. Best Efforts. Plaintiff and Class Counsel represent and warrant that they shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement as promptly as possible, use their best efforts to resist and oppose any or all objections to the Settlement and any or all attempts to opt out of the Settlement on any basis other than an individual basis, and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

99. Cooperation. Plaintiff and Class Counsel represent and warrant that they shall reasonably cooperate with Defendant and Defendant's Counsel in executing any additional documents required for implementation, effectuation, and/or documentation of this Agreement.

100. Breach of Settlement Agreement. If any person, legal or natural, breaches the terms of any of the representations and warranties in this section, he, she, or it shall be fully liable for all damages he, she, or it caused, including legal fees and costs reasonably incurred because of the breach, to any adversely affected Party. Any adversely affected Party may institute a proceeding before the Court to recover all sums due and owing under this paragraph, and to seek additional equitable relief as the Court deems proper and just, and the Court shall retain jurisdiction over this matter to entertain such proceedings.

101. Termination of Settlement. This Settlement Agreement may be terminated by either Class Counsel or Defendant prior to the Effective Date by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fifteen (15) days (or such longer time as may be agreed in writing between Class Counsel and Defendant) after any of the following occurrences:

- a. Class Counsel and Defendant agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within three hundred sixty (360) days after such reversal;

d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Defendant reasonably considers material;

e. the Effective Date does not occur; or

f. any other ground for termination provided for elsewhere in this Agreement.

102. Defendant also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fifteen (15) days after its receipt from the Settlement Administrator of any report indicating that the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds 5% of the total Settlement Class.

X. EFFECT OF TERMINATION

103. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect, and the Parties shall proceed in all respects as if this Agreement and any related order(s) had not been entered. Any portion of the Settlement Fund previously paid by or on behalf of Defendant shall be returned to Defendant, together with any interest earned thereon, shall be returned to Defendant within ten (10) business days from the date of the event causing such termination. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

104. The Settlement shall become effective on the Effective Date unless terminated earlier in accordance with the provisions hereof.

105. Certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification shall be

vacated by its terms, and the Action shall revert to the status that existed before execution of this Settlement Agreement. Thereafter, Plaintiff shall be free to pursue any claims available to him, and Defendant shall be free to assert any defenses available to it, including but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

106. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XI. MISCELLANEOUS PROVISIONS

107. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Defendant has provided and will provide information that Plaintiff reasonably requested to identify Settlement Class members and the alleged damages they incurred. Both Parties recognize and acknowledge that they and their experts reviewed and analyzed data for a subset of the time at issue and that they and their experts used extrapolation to make certain determinations, arguments, and settlement positions. The Parties agree that this Settlement is reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this

Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

108. Terms and Intent of Agreement. This Agreement is entered into only for purposes of settlement. If the Court enters an order preliminarily or finally approving the Settlement of the Action in a manner that is inconsistent with the terms and intent of this Agreement, the Parties shall meet and confer in good faith regarding any modifications made to the proposed order. If, after meeting and conferring in good faith, Defendant determines that the modifications materially alter the terms and intent of this Agreement, including but not limited to, because the modifications may increase Defendant's liability or reduce the scope of the releases or of the Settlement Class, or if the Court refuses to grant Final Approval of this Agreement or the Effective Date does not come to pass, then Defendant shall have the option to terminate this Agreement. Each Party reserves the right to prosecute or defend the Action if this Agreement does not become final and binding.

109. No Alteration of Accounts or Release of Debt. Except as specifically provided for herein, under no circumstances shall the Agreement be deemed to alter, amend, or change the terms and conditions of any credit card, debit card, consumer account, or debt as to which any Settlement Class Member is or was a party, or to provide a defense to any such debtor relationship. Settlement Class Representative and Settlement Class Members expressly covenant and agree, as a material inducement to Defendant, and recognizing the practical difficulties faced by Defendant in ongoing or future matters, that each of them waives and forever relinquishes any claim to have Defendant or the Released Parties amend, alter or revise rights, demands, suits or other claims

made (or to be made) in order to reflect the Settlement Fund provided or to be provided or to reflect the other terms of this Agreement.

110. Settlement Conditioned Upon Approval. In addition to the provisions hereof, this Agreement shall be subject to the ordinary and customary judicial approval procedures. If the Settlement is not finally approved, certification of the Settlement Class will be void, no doctrine of waiver, estoppel, or preclusion shall be asserted in any litigated class certification proceedings in the Action or any other action relating to the subject matter of this Settlement, and this Agreement and its existence shall be inadmissible to establish any fact relevant to class certification or any alleged liability of Defendant for the matters alleged in the Action or for any other purpose. In the event that the Settlement is not approved as presented, or if Defendant terminates the Settlement as permitted herein, the Parties agree that neither the terms of this Agreement, the Parties' settlement negotiations, nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders, or public statements, may be used as evidence for any purpose whatsoever. In addition, neither the fact of, nor any documents relating to, Defendant's termination of the Settlement, any failure of the Court to approve this Agreement, or any objections or interventions may be used as evidence for any purpose whatsoever.

111. Stay and Bar of Other Proceedings. Pending determination of whether this Agreement should be granted Final Approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of this Agreement.

112. Agreement Binding on Successors in Interest: This Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

113. Non-Disparagement. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall refrain from making any statement, whether oral or written, that disparages Plaintiff, Class Counsel, Defendant, or Defendant's Counsel, including any statement tending to harm a Party's reputation, business interests, or goodwill.

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

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

116. Notices. Any notice sent in connection with this Agreement shall be transmitted by U.S.P.S. or Federal Express overnight delivery, or an equivalent overnight delivery service, as follows: To Plaintiff and Class Counsel:

Shawn Judge or Mark Troutman
GIBBS LAW GROUP LLP
1554 Polaris Parkway, Suite 325
Columbus, OH 43240

To Defendant and Defendant's Counsel:

Joe D'Andrea
SQUIRE PATTON BOGGS (US) LLP
2000 Huntington Center
41 South High Street
Columbus, OH 43215

117. Change of Address of Counsel. The notice recipients and addresses designated above may be changed by written notice.

118. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of Ohio, without regard to the principles thereof regarding choice of law.

119. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order.

120. No Construction Against Drafter: The Agreement was, and is deemed to have been, drafted by all Parties, and any rule that a document shall be interpreted against the drafter will not apply to this Agreement.

121. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

122. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendant and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

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

124. Recitals. The Recitals that begin this Agreement are introductory paragraphs that provide background information and context for the Settlement and are not to be deemed legally binding or to control in the event of unintended conflict with the Terms and Conditions of this Agreement.

125. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

126. Time Periods. The time periods and dates described in this Agreement with respect to the giving of Class Notice and hearings will be subject to Court approval and modification by the Court with the consent of the parties. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

127. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

128. Exhibits. Any exhibit to this Agreement is incorporated herein by this reference as though fully set forth herein. If there is any conflict between the terms of the Agreement and the attached exhibits, the Agreement shall control.

129. No Waiver. The provisions of the Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Agreement.

130. Modifications. This Agreement may be amended or modified only by a written agreement, signed by all Parties or their successors in interest or their duly authorized representatives, and with Court approval. No amendments or modifications to this Agreement may be made without written agreement of all Parties and Court approval.

131. Third-Party Beneficiaries. The Released Parties who are not signatories hereto shall be third-party beneficiaries under this Agreement and shall be entitled to enforce this Agreement in accordance with its terms. Aside from the Released Parties, this Agreement shall not inure to the benefit of any third party.

132. No Claims Arising from this Agreement. No person shall have any claim against any of the Released Parties, against Settlement Class Representative, or against counsel for any Party, based on distribution of benefits made substantially in accordance with this Agreement or related order(s) of the Court.

133. Severability. The provisions of this Agreement, except for the provisions in the Releases, are severable insofar as the partial or complete invalidity, illegality, or legal ineffectiveness of any term in the Agreement shall not affect the validity, legality or legal effectiveness of the remainder of such term or of any other terms therein.

134. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release contained, received

independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

135. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members) and counsel for Defendant represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff, Settlement Class, Releasing Parties, and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. Execution. The Parties and their counsel may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same document.

Dated: 01 / 21 / 2025

Georgia Carol Workman

GEORGIA CAROL WORKMAN
Plaintiff

Dated: 01 / 21 / 2025

Shawn Judge

SHAWN JUDGE
GIBBS LAW GROUP LLP
Class Counsel

Dated: 23 January 2025


DocuSigned by:
Clint Bailey
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PARK NATIONAL BANK
Chief Legal Officer

Dated: 23 January 2025


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Signature Certificate

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