

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into as of the last date of any signature below by and among:

- (a) Oregon One, Inc. (“OOI”) on the one hand, and
- (b) Representative Plaintiff Robert D. Byrne (“Representative Plaintiff” or “Byrne”), individually and as representative of the Plaintiff Class, as defined below, on the other hand.

### RECITALS

**A.** On September 29, 2016, Byrne filed a Class Action Allegation Complaint against OOI under the caption *Robert D. Byrne v. Oregon One, Inc. et al.*, Case No. 3:16-CV-01910-SB. In the Complaint, Byrne alleged that OOI violated the Fair Debt Collection Practices Act (“FDCPA”), *15 U.S.C. § 1692 et seq.*, by on or after September 29, 2015 either by

- 1.** Sending to consumers with Oregon addresses an initial communication that
  - a.** Did not state the name of the current creditor to whom the debt was owed; or
  - b.** Contained bolded double-spaced text listing the consumer’s available options in response to the collection letter, but listing the notices required by *15 U.S.C. § 1692g (a)* in single spaced, non-bolded language at the bottom of the page; or
  - c.** Stated “[w]e would like to confirm the status of your account and decide as to our future course of action. Our decision will largely depend on you. Your response to this letter will determine the measures we take to collect the principal balance, all accrued and unpaid interest”; or
  - d.** Did not contain language that if the consumer notified OOI *in writing* within the thirty-day period that the debt, or any portion thereof, is disputed, that OOI would obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment would be mailed to the consumer by OOI; or
  - e.** Did not contain language stating that upon the consumer’s *written request* within the thirty-day period that OOI would provide the consumer with the name and address of the original creditor, if different from the current creditor; or

2. Sending to consumers with Oregon addresses a collection letter that stated that interest was accruing on the alleged debt but did not state an amount owed for the debt that included the interest accrued, or the rate of interest that was accruing on the alleged debt.

B. In the Action, Byrne alleged, individually and on behalf of a class, that OOI sent letters to consumers with Oregon addresses that were in violation of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1962g (a), 1692e, 1692e (2) (A), 1692e (10), 1692f and 1692f (1).

C. OOI denies the material allegations in the Action and denies all liability with respect to all facts and claims alleged in the Action, and alleged various affirmative defenses.

D. The parties engaged in mediation with the assistance of Susan Hammer (www.susan-hammer.com) as mediator. The Parties now desire to settle the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were, or could have been, brought in the Action or in similar litigation based on the facts alleged in the Action.

E. Class Counsel, as defined below, have analyzed and evaluated the merits of all parties' contentions and the impact of this Agreement on the members of the Plaintiff Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the Plaintiff Class, Representative Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the Plaintiff Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, Representative Plaintiff, the Plaintiff Class, and OOI, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

## 1 DEFINITIONS

1.01 "Action" means the consolidated actions now pending under the caption *Robert D. Byrne v. Oregon One, Inc. et al.*, Case No. 3:16-CV-01910-SB (D. Or.).

1.02 "Class Counsel" means Kelly Donovan Jones and Kelly D. Jones, Attorney at Law and Bret A. Knewton, Attorney at Law.

1.03 "Class Member" or "Class Members" means any member or members of the Plaintiff Class and including Byrne.

1.04 "Cy Pres Fund" means the residual of the Settlement Fund after all payments set forth in this Agreement, and as described below.

1.05 "Distribution Date" means a date no later than forty-five (45) days from the date of Final Approval.

**1.06** “Final Approval” means that all of the following have occurred:

**1.06.1** The Court has entered the Settlement Order and Final Judgment;

**1.06.2** The Court has made its final award of attorneys’ fees and costs; and

**1.06.3** Thirty–one (31) calendar days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals of the Court’s Final Judgment being filed, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders on appeal affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.

**1.07** “Parties” means the Representative Plaintiff and OOI.

**1.08** “Plaintiff Class” means all persons, including the Representative Plaintiff, who meet all the criteria set forth in sections 1.08.1 through 1.08.4:

**1.08.1** All individuals with Oregon addresses;

**1.08.2** From whom OOI attempted to collect debts incurred for personal, family or household purposes;

**1.08.3** With respect to the individuals that meet the criteria set forth in sections 1.08.1 and 1.08.2, on or after September 29, 2015, one of the following is true:

**1.08.3.1** OOI sent to that consumer an initial collection letter that

**1.08.3.1.1** Did not state the name of the current creditor to whom the debt was owed; or

**1.08.3.1.2** Contained bolded double-spaced text listing the consumer’s available options in response to the collection letter, but listing the notices required by *15 U.S.C. § 1692g (a)* in single spaced, non-bolded language at the bottom of the page; or

**1.08.3.1.3** Stated “[w]e would like to confirm the status of your account and decide as to our future course of action. Our decision will largely depend on you. Your response to this letter will determine the measures we take to collect the principal balance, all accrued and unpaid interest”; or

**1.08.3.1.4** Did not contain language that if the consumer notifies Oregon One *in writing* within the thirty-day period that the debt, or any portion thereof, is disputed, that OOI would obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment would be mailed to the consumer by OOI; or

**1.08.3.1.5** Did not contain language stating that upon the consumer’s *written* request within the thirty-day period that OOI would provide the consumer with the name and address of the original creditor, if different from the current creditor.

**1.08.3.2** OOI sent to that consumer a collection letter that stated interest was accruing on the debt but did not include the amount owed that included the interest that had accrued, or did not include the rate of interest that was accruing on the debt.

**1.08.4** The Plaintiff Class does not include OOI, any entity that has a controlling interest in OOI, and OOI's current or former directors, officers, members, managers, employees, counsel, and their immediate families. The Plaintiff Class also does not include any persons who validly request exclusion from the Plaintiff Class pursuant to the Opt Out Procedures described in this Agreement.

**1.08.5** The Parties have closely reviewed electronic data and other documentation and information provided by OOI in the discovery phase of the Action and agree that the data, documentation, and information provided constitute the best, most reliable evidence of class membership. Based on the Parties' review of that information, the Parties agree that, subject to additional review by counsel for the parties after addresses and other contact information is obtained, and subject to review by the Claims Administrator, for purposes of this Agreement all of the 158 persons listed in the spreadsheet attached as Exhibit A to this Agreement are Class Members. Further, the Parties agree that those 158 Class Members are the only known Class Members as determined by the Parties' review of the data, documentation, and information provided by OOI in the course of the Action.

**1.09** "Preliminary Approval" means the Court has entered an order substantially in the form of Exhibit B to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Plaintiff Class.

**1.10** "Released Claims" means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to the claims in the Action that arose after September 29, 2015 and prior to September 30, 2016, even though any such claim or claims were not presented and might not have been presentable in the Action, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action. Released claims do not include any claim for, or award of, attorney fees and costs incurred by class counsel in this Action.

**1.11** "Released Parties" means OOI, and its respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

**1.12** "Representative Plaintiff" means Robert D. Byrne.

**1.13** “Settlement Fund” means \$13,000.00 that OOI will pay as described in this Settlement Agreement. OOI is not required to place all or any portion of the Settlement Fund into a separate bank account and will not relinquish control of any funds until payments are due as set forth in this Settlement Agreement. OOI shall not be responsible for any payments or obligations other than those specified in this Agreement.

**1.14** “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit E to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Class Members, and Released Parties.

**1.15** “Settlement Payments” include Statutory Damages Payments as set forth in Section 4.

**1.16** “Satisfaction Payments” include satisfaction of certain unpaid claims under Section 4.07.

**1.17** The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

## **2 GENERAL TERMS OF SETTLEMENT**

**2.01 Settlement Administration.** Settlement administration shall occur under the Court’s supervision. All costs of settlement administration (including but not limited to the costs of class notice, obtaining an expert opinion on notice sufficiency, and making the payments and distributions required under this Agreement) shall be paid directly by OOI, separate and apart from the Settlement Fund. Garden City Group, LLC (“GCG”) shall administer the settlement. OOI and Class Counsel will cooperate in the notice and administration process by providing to GCG last known addresses for all Class Members within ten (10) days after Preliminary Approval. OOI agrees that it will take all steps necessary, including all steps required to access any data that OOI did not maintain in its possession following the filing of the *Byrne* lawsuit, to identify current contact information for all Class Members. As GCG incurs expenses, it shall invoice Class Counsel and OOI, through OOI’s Counsel, Jeffrey I. Hasson, and OOI shall be solely responsible for payment to GCG in addition to the Settlement Fund. Representative Plaintiff, Class Members, and Class Counsel shall have no responsibility or liability relating to payment of administrative costs of the settlement.

**2.02 Payments to Plaintiff Class Members.** As set forth more fully below, GCG will pay each Class Member the Settlement Payment applicable to each Class Member on or before the Distribution Date.

**2.03 Application for Payment of Attorneys’ Fees, Costs and Expenses, and Representative Plaintiff Service Award.** No later than thirty (30) days after entry of the Preliminary Approval Order, Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and expenses, and for Representative Plaintiff Service Award.

**2.03.1** Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and expenses. OOI reserves the right to oppose Class Counsel’s application.

**2.03.2** Class Counsel will also apply to the Court for a Representative Plaintiff Service Award for the Representative Plaintiff that will not exceed \$3,500.00, which will be paid from the Settlement Fund as set forth in section 4.02. OOI agrees not to oppose Class Counsel's application for a Representative Plaintiff Service Award consistent with this section.

### **3 SETTLEMENT APPROVAL AND CLASS NOTICE**

**3.01 Preliminary Approval.** Within thirty (30) days of the complete execution of this Agreement, Representative Plaintiff will move for an order in the form of Exhibit B ("Preliminary Approval Order"), which, *inter alia*, grants the Court's Preliminary Approval of this Agreement; approves notices substantially in the forms of Exhibits C and D to the Plaintiff Class of the class action status and proposed settlement of the Action; and sets a hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. OOI will not oppose the motion.

**3.01.1 Cease collection of unpaid Class Member Accounts.** Upon entry of the Preliminary Approval Order, OOI shall cease collecting any unpaid Class Member Account in which either letter set forth under sections 1.08.3.1 or 1.08.3.2 was sent, whether or not the account has been reduced to judgment.

**3.02 Limited Effect of Settlement Class.** The certification of the 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 Action shall revert to the status that existed before execution of this Agreement. Thereafter, Representative Plaintiff shall be free to pursue any claims available to him; and OOI shall be free to assert any defenses available to them. Nothing in this Agreement shall be argued or deemed to estop any party from the assertion of such claims and defenses in the absence of settlement.

**3.03 Class Notice.** The Parties will request that the Preliminary Approval Order direct GCG to mail notice of the class certification and proposed settlement to all Class Members by postcard as set forth below within thirty (30) days of entry of the Preliminary Approval Order.

**3.03.1 Postcard Notice.** Subject to section 3.03.4, GCG will provide notice to all Class Members via U.S. mail. Before mailing under this section, GCG shall run the last known postal addresses of all Class Members as they appear in OOI's records provided to GCG through the United States Postal Service ("USPS") National Change of Address, or NCOA, database to update any change of address on file with the USPS. Mailed notice will be provided by a postcard sent via United States mail containing text substantially in the form of Exhibit C. GCG shall be obliged to re-mail any postcard notice returned by the USPS with updated address information, and shall be obliged to run returned postcard notices without updated address information through a skip tracing process before re-mailing. OOI shall not be obliged to direct GCG to take any further steps with respect to re-mailing returned postcard notices. The postcard notice will direct recipients to the website and telephone number referred to in section 3.03.2 below.

**3.03.2 Web Posting and Toll-Free Telephone Number.** Within thirty (30) days of entry of the Preliminary Approval Order, Class Counsel shall establish a website (the “Settlement Website”) which will contain general information regarding the lawsuit and the settlement, and including a downloadable copy of a notice in the form of Exhibit D, in .pdf format. The Internet address of the website shall be included prominently on the post card notice described in section 3.03.1. The Settlement Website shall be active and accessible beginning on the date on which the transmittal of notice commences through the date that is one hundred and eighty (180) days after the Distribution Date. At the same time, GCG shall establish a toll-free phone number with a recorded message for purposes of fielding inquiries from Class Members. The toll-free phone number shall be available through the date that is one hundred and eighty (180) days after the Distribution Date. Class Counsel shall undertake reasonable efforts to assist GCG with any inquiries from Class Members regarding this Agreement.

**3.03.3 Expert Opinion on Notice Sufficiency.** GCG shall provide an expert opinion affirming the sufficiency of the notices required by sections 3.03.1 - 3.03.2. Plaintiff will file that expert opinion with the Court in connection with their motion for Preliminary Approval. Before the Preliminary Approval Order, OOI will provide information to GCG and Class Counsel sufficient to establish that the notices required by sections 3.03.1 and 3.03.2 will satisfy applicable legal requirements, absent unusual circumstances. In addition, GCG shall provide any necessary expert opinions regarding implementation and adequacy of the notice plan and notice in support of the Motion for Final Approval of the Settlement.

**3.03.4 CAFA Notices.** GCG shall provide, on behalf of all OOI, notices to the United States Attorney General and Oregon Attorney General as required under 28 U.S.C. § 1715. Notwithstanding this section, OOI bear all final responsibility for meeting any notice requirements under the Class Action Fairness Act of 2005.

**3.04 Submission of Exclusion Requests or Objections.** Plaintiff will request that the Preliminary Approval Order direct that Class Members be allowed ninety (90) days from the date of entry of the Preliminary Approval Order (the “Opt-Out Period”) to request exclusion from the Class or to submit objections to the proposed settlement. The notice shall direct that exclusion requests, if any, be sent to GCG, which will provide periodic updates on exclusion requests to both OOI and Class Counsel. Any re-sending of notice shall not extend the time for a Plaintiff Class Member to request exclusion or submit objections.

**3.05 Termination Based on Exclusion Requests.** The notice shall direct that exclusion requests, if any, be sent to GCG, which will provide periodic updates on exclusion requests to both OOI and Class Counsel. OOI, in its sole and absolute discretion, may elect to terminate this Agreement if exclusion requests as provided for in the Preliminary Approval Order exceed twenty (20) percent of notices mailed. OOI may terminate under this section by providing written notice of termination to Class Counsel no later than seven (7) days before the hearing date set by the Court in the Preliminary Approval Order to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

**3.06 Entry of Final Judgment.** Plaintiff will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, substantially in the form of Exhibit E, approving the Agreement as fair, reasonable, and adequate, and binding on all Class Members who have not excluded themselves, ordering that the Settlement Payments be paid to Class Members (as set forth below in section 4), ordering an amount for attorneys' fees, costs, expenses, and Representative Plaintiff Service Awards, approving the form of notice provided by OOI under the Class Action Fairness Act of 2005, dismissing the Action with prejudice, and barring Class Members from bringing claims within the scope of the Released Claims.

**3.07 Reporting.** Within ninety (90) days of completing the distribution of payments in section 4 below, GCG will provide the Court a report verifying its compliance with this Agreement to the date of the report.

#### **4 FUNDING AND DISTRIBUTION OF PAYMENTS**

**4.01** No later than ten (10) business days after Final Approval, OOI shall transfer to GCG the Settlement Fund. The Settlement Fund shall be distributed pursuant to this section 4.

**4.02** No later than twenty (20) days after the Settlement Fund is deposited with GCG pursuant to section 4.01 above, GCG shall transfer by wire transfer to Law Office of Kelly D. Jones all amounts awarded by the Court for Representative Plaintiff's Service Award.

**4.03** No later than the Distribution Date, GCG shall mail a check to each Class Member in the amount of each Class Members' Settlement Payment payable to each Class Member, to each Class Member's last known address as follows. Checks issued pursuant to this section shall remain valid for ninety (90) days after issuance, and shall recite that limitation on the face of the check.

**4.03.1** GCG shall calculate and deliver the amount of each Class Member's Settlement Payment from the Settlement Fund remaining after delivery of the Amounts set forth in section 4.02 as follows:

**4.03.1.1** GCG shall allocate \$1,000.00 as a Statutory Damages Payment to Representative Plaintiff.

**4.03.1.2** GCG shall allocate from the remaining Settlement Fund an amount sufficient to distribute to each Class Member (except Representative Plaintiff), a \$54.14 Statutory Damages Payment. Each Class Member is entitled to receive a separate \$54.14 payment as a Statutory Damages Payment for each time a Class Member's name is listed in the spreadsheet attached as Exhibit A to this Agreement.

**4.04 Responsibility for Distributions.** The Parties have agreed on the computations to determine the Settlement Payment for each Class Member. GCG will be responsible for making all distributions required under this Agreement. GCG will have authority to make all decisions reasonably necessary for the orderly implementation and administration of the Settlement Agreement and the distribution of all payments prescribed in this Agreement. GCG



shall have no liability for any settlement administration decision made in good faith and not inconsistent with the express terms of this Agreement.

**4.05 Manner of Distribution and Distribution of Cy Pres Fund.** GCG shall make all payments required under this Settlement Agreement on or before the Distribution Date, and as described in this Settlement Agreement, by check.

**4.05.1** With respect to any check that is returned to sender, GCG shall undertake reasonable efforts to update the Class Member's mailing address and shall, if possible and reasonable, process and mail a new check to any such Class Member after reducing from the amount of that Class Member's Settlement Payment the actual amount of GCG's expense in mailing a second check. If a second check is not mailed under this section, any expenses actually incurred by GCG shall be deducted from the amount set forth in section 4.05.6.

**4.05.2** With respect to any Class Member who reports that a check was not received, GCG shall undertake reasonable efforts to update the Class Member's mailing address or to correct any deficiencies in the mailing, and shall, if possible and reasonable, process and mail a new check to any such Class Member after reducing from the amount of that Class Member's Settlement Payment the actual amount of GCG's expense in mailing a second check. If a second check is not mailed under this section, any expenses actually incurred by GCG shall be deducted from the amount set forth in section 4.05.6.

**4.05.3** If for any other reason any Class Member requests or requires that GCG mail any additional check to that Class Member beyond the first check mailed, GCG shall reduce from the amount of that Class Member's Settlement Payment the actual amount of GCG's expense in mailing a second check.

**4.05.4** The actual costs of re-mailing any check beyond the first check mailed shall be paid to GCG from the reduction of that amount from the Class Member's Settlement Payment, or from the amount set forth in section 4.05.6 as applicable, and OOI is not responsible for covering the added costs of a second or subsequent mailing of a check to any Class Member under this section.

**4.05.5** All funds remaining in the Settlement Fund following payments of all amounts described in this Agreement (including, but not limited to, amounts remaining from uncashed checks, returned checks, etc.) after one hundred twenty (120) days following the Distribution Date, shall be distributed equally to all Class Members whom CGC can confirm previously cashed checks mailed by CGC.

**4.05.6** All funds remaining in the Settlement Fund following payments of all amounts described in this Agreement (including, but not limited to, amounts remaining from uncashed checks, returned checks, etc.) after one hundred eighty (180) days following the Distribution Date will constitute the Cy Pres Fund. GCG shall distribute the entire Cy Pres Fund as a *cy pres* award to Oregon Consumer Justice or another appropriate non-profit organization focused on consumer protection issues that the Court may approve. No amount of the Settlement Fund shall be returned to OOI.

**4.06 Notification to Eligible Claimants.** At the time of payment by check, Class Members will be notified that the check represents their payment under this Agreement and receive a brief explanation of the manner in which payments were calculated. The determination of the payment amount is final and not subject to challenge by the Class Members.

**4.07 Satisfaction Payments.** No later than the Distribution Date, OOI shall file a full satisfaction of any unpaid judgment that includes an unpaid Class Member Account in which either letter set forth under sections 1.08.3.1 or 1.08.3.2 was sent, and OOI shall internally close all unpaid Class Member Accounts in which either letter set forth under sections 1.08.3.1 or 1.08.3.2 was sent.

## **5 RELEASES**

**5.01 Sole and Exclusive Remedy.** This Agreement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

**5.02 Class Release to OOI and the Released Parties.** Effective upon Final Approval, Representative Plaintiff, for himself and as the representative of the Plaintiff Class, and on behalf of each Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

**5.03 Individual Releases by Representative Plaintiff.** Effective upon Final Approval, the Representative Plaintiff, for himself and on behalf of his respective agents, successors, heirs, assigns, and any other person who can claim by or through him in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims as set forth in section 1.10.

**5.04 Effect of Releases.** With respect to any and all Released Claims, the parties stipulate and agree that upon Final Approval, the Representative Plaintiff, and OOI shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under any federal or state law, right, rule, or legal principle, that are within the scope of the Released Claims of section 1.10. The Parties agree and acknowledge that this waiver is an essential term of this Agreement.

## **6 CONFIRMATORY INFORMATION**

**6.01 Affirmation of Accuracy.** OOI represents and warrants that their responses to Representative Plaintiff's discovery requests are substantially accurate.

**6.02 Confirmatory Discovery.** OOI has provided Class Counsel with documentation, declarations, and other evidence sufficient to enable Class Counsel to verify OOI's representations to Class Counsel before and during the mediation, and regarding applicable letters sent to Class Members and class size.

**6.03 Confidentiality.** Any information or documents provided pursuant to this section shall be treated as confidential and may not be disseminated to, shared with, or shown to any person other than Class Counsel, and OOI (and their respective experts, and attorneys, if any), the Claims Administrator, and the Court. The Parties agree that, if required by the Court, the spreadsheet attached as Exhibit A to this Agreement will be filed under seal. Class Counsel shall not file any documents or disclose any such information in connection with the approval process contemplated by this Agreement absent (i) prior agreement by OOI who provided the information or (ii) entry of an appropriate Protective Order ensuring that any such information or documents provided to the Court shall be filed under seal or otherwise protected against disclosure. However, the Parties acknowledge and agree that this Agreement shall be filed with the Court in support of the Motion for Preliminary Approval.

## 7 MISCELLANEOUS PROVISIONS

**7.01 Settlement Purpose of Agreement.** This Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action 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 admission by any party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of OOI, the Representative Plaintiff, Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit E, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. Upon nullification of this Agreement, Representative Plaintiff individually and on behalf of all Class Members, and all Class Members individually, shall be free to pursue any claims available to them, and OOI shall be free to assert any defenses available to them, including (but not limited to) denying the suitability of this case for class treatment or seeking to require individual arbitration of the claims asserted in the Action. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit E, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including seeking mediation with Susan Hammer.

**7.02 Cooperation.** The Parties and their counsel will cooperate fully in the process of seeking settlement approval. The Parties and their counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken

(regardless of who prosecutes the appeal), to give OOI full and final peace from further prosecution of the Released Claims, and to give the Class Members the benefits they enjoy under this Agreement. This paragraph is not meant to limit Class Counsel's right to appeal any award of attorney fees awarded to Class Counsel by the Court.

**7.03 Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Oregon, without regard to its rules regarding conflict of laws.

**7.04 Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement, subject only to the agreement regarding the number of exclusion requests that permits OOI to terminate this Agreement at its sole discretion pursuant to section 3.05. Any modification of the Agreement that may adversely affect Class Members' substantive rights must be in writing and signed by Representative Plaintiff and OOI; any other modification of the Agreement must be in writing and signed by Class Counsel and OOI.

**7.05 Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any party.

**7.06 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

**7.07 Waiver.** The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

**7.08 Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties acknowledge and affirm that all natural persons signing below are duly authorized to enter into and bind this Agreement on behalf of the entities described below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be facsimile copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

**7.09 Use and Retention of Information.** The list of Class Members' names, addresses and corresponding Settlement Payments referred to in section 4.04 of this Agreement, any information provided in connection with confirmatory discovery pursuant to section 6.02, and any other documentation containing the names and/or addresses of OOI's customers, may be used by Class Counsel only for purposes of implementing this Agreement. Within two hundred and ten (210) days of the Distribution Date, Class Counsel shall, upon the request of OOI (i) return to OOI's counsel all such information in its possession, custody, or control, or (ii) affirm in writing that it has taken reasonable steps to destroy all such information in its possession, custody, or control.

**7.10 Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement, subject to the dispute resolution mechanism set forth in section 7.01.

**7.11 Authority.** All counsel who execute this Agreement represent and warrant that they have authority to enter into this Agreement on behalf of their respective clients.

**7.12 Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Plaintiff Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.


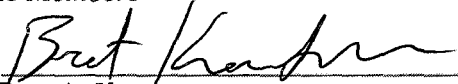

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

<p>Dated: _____, 2018</p>	<p>LAW OFFICE OF KELLY D. JONES <i>Attorneys for Representative Plaintiff and Class Members</i></p> <p>By _____ Kelly D. Jones 819 SE Morrison St. Suite 255 Portland, OR 97214 Telephone: (503) 847-4329 E-mail: <a href="mailto:kellydonovanjones@gmail.com">kellydonovanjones@gmail.com</a></p>
<p>Dated: _____, 2018</p>	<p><i>Attorneys for Representative Plaintiff and Class Members</i></p> <p>By _____ Bret A. Knewton 3000 NW Stucki Pl., #230-M Hillsboro, OR 97124 Telephone: (503) 846-1160 E-Mail: <a href="mailto:bknewton@yahoo.com">bknewton@yahoo.com</a></p>
<p>Dated: <u>June 26</u>, 2018</p>	<p>HASSON LAW, LLC <i>Attorney for Oregon One, Inc.</i></p> <p>By:  Jeffrey I. Hasson 9385 SW Locust Street Tigard, OR 97223 Telephone: (503) 255-5352 E-mail: <a href="mailto:hasson@hassonlawllc.com">hasson@hassonlawllc.com</a></p>

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

<p>Dated: <u>6/27</u>, 2018</p>	<p>LAW OFFICE OF KELLY D. JONES <i>Attorneys for Representative Plaintiff and Class Members</i></p> <p>By:  Kelly D. Jones 819 SE Morrison St. Suite 255 Portland, OR 97214 Telephone: (503) 847-4329 E-mail: <a href="mailto:kellydonovanjones@gmail.com">kellydonovanjones@gmail.com</a></p>
<p>Dated: <u>6/27</u>, 2018</p>	<p><i>Attorneys for Representative Plaintiff and Class Members</i></p> <p>By:  Bret A. Knewton 3000 NW Stucki Pl., #230-M Hillsboro, OR 97124 Telephone: (503) 846-1160 E-Mail: <a href="mailto:bknewton@yahoo.com">bknewton@yahoo.com</a></p>
<p>Dated: <u>June 26</u>, 2018</p>	<p>HASSON LAW, LLC <i>Attorney for Oregon One, Inc.</i></p> <p>By:  Jeffrey I. Hasson 9385 SW Locust Street Tigard, OR 97223 Telephone: (503) 255-5352 E-mail: <a href="mailto:hasson@hassonlawllc.com">hasson@hassonlawllc.com</a></p>