

AGREEMENT OF COMPROMISE AND SETTLEMENT

This Agreement of Compromise and Settlement (“Agreement”) dated as of April 16, 2015, is made between the Named Plaintiffs defined below, on behalf of themselves and the Settlement Classes defined below, and TeleCheck Services, Inc. (“TeleCheck”) and TRS Recovery Services, Inc. (“TRS”) (TeleCheck and TRS are collectively referred to herein as “Defendants”), to settle and compromise the Litigation defined below and to discharge the Released Parties as set forth herein.

1. DEFINITIONS

1.1. In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

- a. “Agreement” means this Agreement and all Exhibits attached to it.
- b. “CAFA Notice” means the notice to be sent by Defendants to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”).
- c. “Class Counsel” means the law firms of Francis & Mailman, P.C. and Lewis Saul & Associates, P.C.
- d. “Court” means the United States District Court for the District of Maine.
- e. “Day” or “Days” unless otherwise noted, means a calendar day.
- f. “Effective Date” means the fifth business day after which all of the following events have occurred: (1) all Parties, Defendants’ counsel, and Class Counsel have executed this Agreement; (2) the Court has entered without material change the Final Approval Order; and (3) the time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.
- g. “Final Approval Hearing” means the hearing required by Federal Rule of Civil Procedure 23(e), following appropriate notice to the Settlement Classes and an opportunity for Settlement Class Members to exclude themselves from the Settlement Classes or file objections to all or part of

the Agreement, at which time the Parties will request the Court to approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed Agreement and to enter a Final Approval Order.

- h. “Final Approval Order” means the order and judgment that the Court enters upon final approval to the Settlement in the form attached hereto as Exhibit A, or in such other form as the Court may adopt. In the event that the Court issues separate orders addressing the matters constituting final approval, the Final Approval Order includes all such orders.
- i. “Litigation” means the actions entitled *LaRocque v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, filed in the District of Maine, C.A. No. 2:11-cv-00091-DBH, and *In Re: TRS Recovery Services, Inc. and TeleCheck Services, Inc., Fair Debt Collection Practices Act (FDCPA) Litigation*, C.A. No. 2:13-MD-2426-DBH.
- j. “Long-Form Notice” means the website notice that will be made available to Settlement Class Members, which shall be substantially in the form attached hereto as Exhibit B.
- k. “Mail Notice” means the post card notices that will be mailed to Settlement Class Members no later than sixty (60) days after Preliminary Approval, which shall be substantially in the form attached hereto as Exhibit C. The Settlement Administrator will make reasonable efforts to locate the proper address for any potential Settlement Class Members whose Mail Notice is returned as undeliverable, and will re-mail it once if an updated address is located.
- l. “Named Plaintiffs” include Jeanne LaRocque, by and through POA, Deidre Spang, and Melissa Allen.
- m. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first mailed or published, and that ends no later than thirty (30) days prior to the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Notice.
- n. “Parties” means the Named Plaintiffs and Defendants.
- o. “Preliminary Approval” means the order preliminarily approving the Settlement in the form jointly agreed upon by the Parties in the form attached hereto as Exhibit F.
- p. “Publication Notice” means that notice to be published in several newspapers of general circulation in the State of Maine, as described in Section 6, which shall be substantially in the form attached hereto as Exhibit D, and shall be published at approximately the same time as Mail Notice is mailed to Settlement Class Members.

- q. “Released Claims” means all claims described in Section 10.1.
- r. “Released Parties” means those persons released as specified in Section 10.1.
- s. “Releasing Parties” means all Named Plaintiffs, and all Settlement Class Members who do not submit a timely and valid request to be excluded from the Settlement Classes pursuant to the terms of this Agreement, and each of their respective heirs, assigns, beneficiaries, and successors.
- t. “Settlement” means the settlement into which the Parties have entered to resolve the Litigation. The terms of the Settlement are as set forth in the Agreement.
- u. “Settlement Administrator” means Garden City Group, LLC. Class Counsel and Defendants may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendants may request that the Court substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.
- v. “Settlement Amount” means the total amount that Defendants, in the aggregate, shall be required to pay to fulfill their obligations under this Agreement. The Settlement Amount is three million, four hundred thirty thousand dollars (\$3,430,000.00). Provided that the Settlement receives preliminary and final approval and that the Effective Date occurs, no portion of the Settlement Amount shall revert to the Defendants.
- w. “Settlement Classes” means all persons within the classes defined in Section 3.1.
- x. “Settlement Class Member” means any person included in the Settlement Classes. The words “he” or “his” as used in the Agreement may refer to a Settlement Class Member, regardless of gender.
- y. “Settlement Fund” means a fund, account or trust established by the Settlement Administrator for the purpose of receiving and distributing the Settlement Amount in accordance with the terms of this Agreement. The terms, conditions and depository institution for the Settlement Fund shall be subject to the approval of the Parties.
- z. “Taxes” means all local, state, or federal income taxes.
- aa. “Tax Expenses” means, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to

filing (or failing to file) Tax returns described in Subsection 4.1.1.3 of this Agreement.

2. RECITALS

WHEREAS, Jean LaRocque filed the action entitled *LaRocque v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the District of Maine, C.A. No. 2:11-cv-00091-DBH (D. Me);

WHEREAS, Jamie Cook filed the action entitled *Jamie Cook v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the District of North Carolina, C.A. No. 1:12-00999 (M.D.N.C.);

WHEREAS, Sylvia Greer filed the action entitled *Sylvia Greer v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the Central District of California, C.A. No. 2:12-07414 (C.D. Cal.);

WHEREAS, Joann Bucko filed the action entitled *Joann Bucko v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the Southern District of New York, C.A. No. 1:12-06607 (S.D.N.Y);

WHEREAS, Dellarina M. Stout filed the action entitled *Dellarina M. Stout v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the District of Kansas, C.A. No. 2:12-02561 (D. Kan.);

WHEREAS, each of the above lawsuits was consolidated for pre-trial proceedings in the Multi-District Litigation docket known as *In re: TRS Recovery Services, Inc. and TeleCheck Services, Inc., Fair Debt Collection Practices Act (FDCPA) Litigation*, District of Maine, Civil Docket No. 2:13-md-2426-DBH;

WHEREAS, the Litigation (as defined above) alleges that, *inter alia*, Defendants' alleged collection practices, including but not limited to TRS' use of its RECR3 letter, violated the Fair Debt Collection Practices Act; and

WHEREAS, the Named Plaintiffs further allege that they and the putative class members have sustained damages as a result of Defendants' alleged conduct;

WHEREAS, Defendants deny Plaintiffs' allegations;

WHEREAS, the Court has certified three litigation classes in the *LaRocque* case, but has denied certification in the four remaining "tag-along" actions (*i.e.*, *Cook*, *Greer*, *Bucko* and *Stout*);

WHEREAS, TRS and TeleCheck have agreed to settle the tag-along actions on an individual basis, separate from this Settlement;

WHEREAS, the Parties (as defined above) have conducted an extensive investigation into the facts and law and engaged in extensive, good-faith, and arm's-length settlement negotiations

relating to the Litigation, including multiple mediation sessions in Boston, Massachusetts with Hon. Margaret Hinkle of JAMS, Inc.;

WHEREAS, the Parties understand that, if litigated further, the Litigation would require the resolution of numerous issues of law, fact, and procedure, with the possibility of appeals; and

WHEREAS, without any admission of fact or law, the Parties desire to settle the Litigation finally on the terms and conditions set forth herein and to avoid the burden, expense, and uncertainty of continued litigation;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, TeleCheck, TRS and the Named Plaintiffs, on behalf of themselves and the Settlement Classes and through their undersigned counsel, agree to the settlement of the Litigation, subject to Court approval, under the following terms and conditions:

3. SETTLEMENT CLASSES

3.1. For settlement purposes only, the Named Plaintiffs will ask the Court to certify the following “Settlement Classes” under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

Settlement Class 1:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and the date of preliminary approval of this Settlement.¹

Settlement Class 1 Subclass:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and the date of preliminary approval of this Settlement, and from whom one or both Defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.

Settlement Class 2:

All natural persons who have paid a returned check fee of \$25.00 to at least one of the Defendants by way of a TRS demand draft in connection with an underlying check

¹ This Settlement Class includes certified classes 1 and 2, merged and expanded by agreement to include natural persons to whom TRS sent a RECR3 letter in any state or territory, regardless of whether any Defendant collected any amount of money from or on behalf of the recipient Class Member.

transaction that occurred in the State of Maine between March 11, 2005 and the date of preliminary approval of this Settlement.²

Excluded from these Settlement Classes are:

- a. All persons who submit timely and valid requests to be excluded from the Settlement Classes pursuant to the terms of this Agreement and the Court's Preliminary Approval Order;
- b. All current and former employees, officers, directors, legal representatives, and agents of either of the Defendants; and
- c. The Judge to whom this case is assigned and any member of the Judge's immediate family.

3.2. Defendants agree not to oppose Plaintiffs' request for certification of the Settlement Classes. In so doing, Defendants do not waive, and instead expressly reserve all rights and defenses to the claims of the Litigation, including their rights to challenge the propriety of class certification for any purpose as if this Agreement had not been entered into by the Parties in the event that the Court does not approve the Settlement or the Effective Date does not occur. The Parties and Class Counsel agree that, if approved, certification of the Settlement Classes is in no way an admission by the Defendants that class certification is proper in this Litigation or any other litigation against Defendants. The Parties and Class Counsel further agree that, other than to effectuate the Settlement of this Litigation in this jurisdiction, the certification of the Settlement Classes for settlement purposes and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, shall not be admissible against any Released Party in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any litigation.

² This class represents certified class 3.

4. **SETTLEMENT FUND, ATTORNEYS' FEES AND INDIVIDUAL AWARDS TO NAMED PLAINTIFFS**

4.1. Creation of and Deposit into Settlement Fund

The Parties and the Settlement Administrator shall cooperate to establish the Settlement Fund and qualify the Settlement Fund as a "Qualified Settlement Fund" as such term is defined in Section 468B of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (collectively, the "QSF Rules"). The Settlement Amount shall be deposited in the Settlement Fund as follows. Within 5 business days after Preliminary Approval, Defendants shall transfer to the Settlement Administrator, by draft or by wire, the sum of \$182,243.00. Within 10 business days after the Effective Date, Defendants shall transfer to the Settlement Administrator, by draft or by wire, the balance of the Settlement Amount, in the sum of \$3,247,757.00. Such transfer shall fulfill and extinguish all of Defendants' financial obligations under this Agreement. As set forth below, all payments required by this Agreement, including without limitation all payments to Settlement Class Members, attorneys' fees, service awards to Named Plaintiffs, costs of notice to class members and costs of administration, shall be taken out of the Settlement Amount. The Settlement Administrator shall not commingle the Settlement Fund with any other funds. The Settlement Administrator may hold the Settlement Fund in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government. All income of the Settlement Fund shall be for the benefit of the Settlement Class Members if the Effective Date occurs and none of the Parties terminate this Settlement Agreement.

4.1.1 Settlement Fund Tax Status

4.1.1.1 Qualified Settlement Fund

The Parties shall cause the Settlement Fund to be treated at all times as a Qualified

Settlement Fund within the meaning of the QSF Rules. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including a “relation back election” under Treas. Reg. §1.468B-1(j)(2) to treat the Settlement Fund as a Qualified Settlement Fund as of the earliest permissible date. The Settlement Administrator shall make all elections and other actions with respect to the Settlement Fund in compliance with the procedures and requirements contained in the QSF Rules. The Settlement Administrator shall timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter cause the appropriate filing to occur to establish, manage and operate the Settlement Fund as a Qualified Settlement Fund.

4.1.1.2 Administrator

For the purpose of the QSF Rules, the “administrator” of the Settlement Fund shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable related to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. 1.468B-2(k)). For the Settlement Administrator to have fulfilled these obligations, such returns (as well as the elections described in Subsection 4.1.1.1) must be consistent with this Subsection 4.1.1.2 and in all events must reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund will be paid out of the Settlement Fund as provided in Subsection 4.1.1.3 of this Settlement Agreement.

4.1.1.3 Payment of Taxes and Tax Expenses

The Settlement Administrator shall pay out of the Settlement Fund all (i) Taxes (including any estimated Taxes, interest or penalties) related to income of the Settlement Fund, including any Taxes imposed upon the Released Parties on account of income with respect to amounts held by

the Settlement Fund during any period in which the Settlement Fund fails to qualify as a Qualified Settlement Fund, and (ii) expenses and costs incurred in connection with the operation and implementation of this Section 4.1 (including Tax Expenses). In no event shall the Released Parties have any responsibility for or liability related to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, the Settlement Administrator shall timely pay Taxes and Tax Expenses out of the Settlement Fund without prior order from the Court. The Settlement Administrator shall (despite anything in this Settlement Agreement to the contrary) withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)). The Released Parties shall not be responsible therefor nor shall they have any liability with respect thereto. The Parties shall cooperate with the Settlement Administrator, each other, and their respective tax advisors to the extent required to carry out the provisions of this Section 4.1.1.3.

4.2. From the Settlement Fund, approximately one million, two hundred twenty thousand dollars (\$1,220,000.00) shall be earmarked for distribution to the Settlement Class 1 Subclass and to Settlement Class 2 on a *pro rata* basis based upon the claims process described in Sections 4.9–4.12 of this Agreement. From the Settlement Fund, approximately eight hundred, twenty-five thousand dollars (\$825,000.00) shall be earmarked for distribution to the members of Settlement Class 1 on a *pro rata* basis based upon the claims process described in Sections 4.9–4.12.

4.3. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall file a request to the Court for reimbursement of attorneys' fees and costs from the Settlement Fund.

The amount that Class Counsel requests must not exceed \$1,050,000.00 (approximately 31% of the total Settlement Fund). Defendants do not and shall not oppose such a request, and agree that the amount awarded by the Court may be paid from the Settlement Fund. To the extent the Court approves an award of attorneys' fees in an amount less than the above amount, the difference will remain in the Settlement Fund.

4.4. This Agreement is not conditional on the Court's approval of attorneys' fees in the requested amount or in any amount whatsoever. The Parties shall request the Court to consider them separately from the fairness, reasonableness, and adequacy of the Agreement. The Court's ruling on the request will not terminate or cancel the Agreement or give the Named Plaintiffs or Class Counsel a right or option to do so.

4.5. Out of the Settlement Fund, the Settlement Administrator shall pay attorneys' fees within fifteen (15) business days after the Effective Date in an amount that the Court approves.

4.6. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall apply to the Court for individual settlement and service awards, not to exceed \$6,000 to be paid to Plaintiff Jean LaRocque and \$4,000 to be paid to Plaintiff Melissa Allen, in recognition of their service as class representatives. Defendants do not and shall not oppose such an application. To the extent the Court approves awards to Named Plaintiffs in amounts less than the amounts requested, any difference will remain in the Settlement Fund.

4.7. This Agreement is not conditional on the Court's approval of service awards in the requested amounts or in any amount whatsoever. The Parties shall request the Court to consider such awards separately from the fairness, reasonableness, and adequacy of the Settlement. This Agreement is not conditional on the Court's approval of individual awards to Ms. LaRocque and Ms. Allen in the amount applied for or in any amount whatsoever. The Court's ruling on the

application will not terminate or cancel this Agreement or give the Named Plaintiffs or Class Counsel a right or option to do so.

4.8. Out of the Settlement Fund, the Settlement Administrator shall pay the awards to Named Plaintiffs within fifteen (15) business days after the Effective Date in an amount that the Court approves.

4.9. In order to receive a distribution under Sections 4.11 or 4.12 of this Agreement, Settlement Class Members must submit a Claim Form. The Mail Notice (attached hereto as Exhibit C) to Settlement Class Members will include the Claim Form (attached hereto as Exhibit E). A separate Claim Form (attached hereto as Exhibit H) shall be available for members who receive Publication Notice as described in Section 6. Claim Forms will also be available on the Settlement Website. All Claim Forms for each Settlement Class must be submitted no later than one hundred twenty (120) days after the date of Mail Notice (“Claims Submission Deadline”). For purposes of determining timeliness, a Claim Form shall be deemed to have been submitted when postmarked by the postal service or other expedited mail service.

4.10. The Settlement Administrator shall receive and process all Claim Forms. The Settlement Administrator shall disallow any Claim for which the Claim Form is not substantially completed in full or that is not signed by the Settlement Class Member. Further, the Settlement Administrator shall disallow any Claim if the claimant is not a member of any of the Settlement Classes. Within ninety (90) days after the Claims Submission Deadline or the Effective Date, whichever occurs later, the Settlement Administrator shall provide a report to Class Counsel and Defendants’ counsel identifying the total numbers of timely and properly submitted Claim Forms for Settlement Class 1, the Settlement Class 1 Subclass, and Settlement Class 2, and the names of such Settlement Class members (“Approved Claims”).

4.11. Subject to the provisions of Section 4.16, each member of Settlement Class 1 whose name appears on the list of Approved Claims as set out in Section 4.10 is entitled to a payment under the process set forth in Sections 4.14-4.16 of this Agreement in an amount equal to a *pro rata*³ share of forty percent (40%) of the Settlement Fund after the payment of attorneys' fees awarded by the Court, any individual settlement and service awards to Named Plaintiffs approved by the Court, the expenses of notice and administration, and Taxes and Tax Expenses. The parties estimate that the net amount for distribution to members of Settlement Class 1 will be approximately \$825,000.00.

4.12. Subject to the provisions of Section 4.16, each member of the Settlement Class 1 Subclass and Settlement Class 2 whose name appears on the list of Approved Claims as set out in Section 4.10 is entitled to a payment under the process set forth in Sections 4.14-4.16 of this Agreement in an amount equal to a *pro rata* share of sixty percent (60%) of the Settlement Fund after the payment of attorney's fees awarded by the Court, any awards to Named Plaintiffs approved by the Court, the expenses of notice and administration, and Taxes and Tax expenses. The parties estimate that the net amount for distribution to members of Settlement Class 1 Subclass and Settlement Class 2 will be approximately \$1,220,000.00.

4.13. Upon Preliminary Approval, the Settlement Administrator shall disburse funds as previously contracted for providing notice under Section 6 of this Agreement.

4.14. Within one hundred and twenty (120) days after the Claims Submission Deadline or the Effective Date, whichever occurs later, the Settlement Administrator shall mail payments to Settlement Class Members in the amount set forth in Sections 4.11-4.12 of this Agreement via

³ For purposes of this Settlement, a "*pro rata* share" shall be based on the number of class members in each class or subclass who submit timely and valid claims, and shall not be based on the number of RECR3 letters received by or collections made from any class member.

U.S. mail. The Settlement Administrator shall send Payment Notices accompanying the payment checks, notifying the recipients that the checks must be deposited or cashed within ninety (90) days from the date on the Payment Notices and that the checks will not be valid after that date and including the release set forth in Sections 10.1 and 10.2 of this Agreement. The Settlement Administrator shall ensure that, if a check has not been deposited or cashed within ninety (90) days after the date on its Payment Notice, the amount of the check remains in the Settlement Fund for distribution in accordance with Section 4.15. The Final Approval Order must order that amounts that would have been payable on the negotiation of any check not deposited or cashed are not subject to escheat under any state law. A failure of any Settlement Class Member to deposit or cash a check within the time period allotted shall have no effect on that person's release of Released Claims under this Agreement.

4.15. If any excess funds remain in the Settlement Fund after all distributions have been made in accordance with this Settlement Agreement, the Settlement Administrator shall distribute (i) to itself to the extent any reasonable additional fees and costs of administration have accrued, and (ii) any remaining balance as a *cy pres* donation, 85% of which shall be distributed to the National Endowment for Financial Education, and 15% of which shall be distributed to Pine Tree Legal Assistance, Inc., 88 Federal Street, Portland, Maine 04101. Under no circumstances will any funds revert to Defendants.

4.16. Under no circumstances shall any member of any Settlement Class or the Subclass receive more than one payment under this Settlement, even if he or she is a member of more than one Settlement Class. Thus, any Settlement Class Member who is a member of Settlement Subclass 1 and/or Settlement Class 2 shall receive a single payment from the distribution pool

created for those groups, and shall not receive payment from the distribution pool for persons who are members only of Settlement Class 1.

5. **THE PRELIMINARY APPROVAL ORDER**

5.1 Promptly upon the execution of this Agreement, Named Plaintiffs shall move for an order granting preliminary approval of this Settlement (“Preliminary Approval Order”). The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendants as set forth in Exhibit F hereto. The motion for preliminary approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable terms; (2) provisionally certify the Settlement Classes pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only; (3) approve the notice program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth in Section 7 hereof and in the notice program for Settlement Class Members to exclude themselves from the Settlement Classes or to object to the Settlement; (5) designate Class Counsel as counsel for the Settlement Classes; (6) preliminarily enjoin all Settlement Class Members, unless and until they have timely and properly excluded themselves from the Settlement Classes, from participating as plaintiff or class member in any other lawsuit or proceeding in any jurisdiction based on, relating to, or arising out of any of the claims asserted in the Litigation; and (7) schedule the Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for Defendants, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to

approve the Settlement and Class Counsel's application for attorneys' fees, costs and expenses and awards to Named Plaintiffs.

6. **NOTICE OF PROPOSED SETTLEMENT**

6.1 The Settlement Administrator will certify the number and identity of the Settlement Class Members under the Settlement Class definitions, and compile final Settlement Class Member lists for each of the Settlement Classes. To assist in this process, Defendants shall provide, within thirty (30) days after entry of the Preliminary Approval Order, Settlement Class Member lists in readable electronic form to the Settlement Administrator. For each Settlement Class Member, Defendants shall provide, to the extent available, the name and last known address. In preparing the Settlement Class Member lists, Defendants shall use reasonable, good faith efforts to identify Settlement Class Members. The Settlement Administrator shall ensure that the information that it receives from Defendants and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of Defendants and applicable law. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Defendants and Settlement Class Members without the prior written consent of all Parties.

6.2 Upon Preliminary Approval of the Settlement, the Settlement Administrator shall implement the notice program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. All costs of Notice shall be paid from the Settlement Fund.

6.3 Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) ("CAFA"), the CAFA Notice shall be sent by the Defendants to appropriate federal and state officials in accordance with 28 U.S.C. § 1715(a) not later than 10 days after the Parties file this Settlement Agreement with the Court. If Defendants use the Settlement Administrator to send the CAFA Notice, then Defendants shall be responsible for this additional expense above and beyond the

costs of administration and notice, and above and beyond the Settlement Fund. The Settlement Administrator will bill Defendants separately for such service.

6.4 Notice to Settlement Class Members shall include the Mail Notice and the Publication Notice in the form attached hereto as Exhibit D. The Publication Notice will be published once in each of the following newspapers: Bangor Daily News, Lewiston Sun Journal, and Portland Press Herald.

6.5 At least fifteen (15) business days before the date of the Final Approval Hearing, the Settlement Administrator shall file proof, by affidavit or declaration, of the aforesaid publications and mailings.

6.6 No later than the mailing of the first Mail Notice, the Settlement Administrator shall establish an internet website concerning the Settlement and a toll-free number for Settlement Class members to call with questions. The contents of the website will include the Complaint, Answer, Settlement Agreement, Long Form Notice, Claim Forms and the Preliminary Approval Order entered by the Court. The website and the toll-free number shall be maintained while the Settlement Administrator is processing claims under this Agreement. The internet address of the website and the toll-free number shall be included in all notices mailed to Settlement Class Members and in the Publication Notice. The Settlement Administrator shall cause to be maintained a record of activities, including logs of inquiries to the internet website, downloads, phone calls and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form. The telephone line shall be capable of receiving requests for Claim Forms, and providing general information concerning deadlines for objecting to or opting out of the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing.

6.7 The notices and internet website provided under or as part of the notice program shall not bear or include the Defendants' logos or trademarks or the return addresses of the Defendants, or otherwise be styled to appear to originate from the Defendants.

6.8 Within the parameters set forth in this Section, further specific details of the notice program shall be subject to the agreement of Class Counsel and Defendants.

7. **RIGHT OF EXCLUSION AND TO OBJECT**

7.1 A Settlement Class Member may opt out of the Settlement Class or Classes to which he or she belongs. If a Settlement Class Member belongs to more than one Settlement Class, a request for exclusion shall have the effect of excluding the requesting Class Member from all Settlement Classes to which he or she belongs. To exercise this exclusion right, the Settlement Class Member must send a request for exclusion to the Settlement Administrator, at the address specified in the Notice that contains the following information:

- a. The name of the Litigation;
- b. The person's full name, address and telephone number;
- c. A specific statement of the person's intention to exclude himself from the Settlement;
- d. The identity of counsel, if the person is represented; and
- e. The person's signature and the date on which the request was signed.

7.2 A Settlement Class Member may opt out at any time during the Opt-Out Period. Exclusions sent by any Settlement Class Member to incorrect locations shall not be valid.

7.3 Any Settlement Class Member who has not submitted a timely and valid request to be excluded from the Settlement shall be bound by the Settlement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt out pursuant to this Agreement shall not be entitled to a remedy under this Agreement. Any Settlement Class Member

who submits a timely and valid request for exclusion shall not be permitted to object to the Settlement.

7.4 Class Counsel and Defendants' counsel shall have the right to contact persons who submit requests for exclusion from the Settlement Classes. Within five (5) business days of the closing of the Opt-Out Period, the Settlement Administrator shall provide Class Counsel and Defendants' counsel, by electronic mail, facsimile, and/or hand delivery, with a list identifying each person who has submitted a timely and valid request to be excluded from the Settlement Class(es) in accordance with the terms of this Agreement and the Preliminary Approval Order and attaching copies of all requests for exclusion.

7.5.1. In their sole discretion, Defendants may terminate this Agreement if three percent (3%) or more of the Settlement Class Members submit timely and valid requests to be excluded from the Settlement Class(es). Defendants shall advise Class Counsel and the Court, in writing, of this election within ten (10) days of receiving the list of opt-outs pursuant to Section 7.4. In such event, this Agreement may not be offered or received into evidence or utilized for any other purpose in the Litigation or in any other action, suit, or proceeding.

7.5.2. In their sole discretion, Plaintiffs and Defendants each shall have the unilateral right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequently occurs: (1) the Court fails or declines to grant Preliminary Approval pursuant to the terms of the Preliminary Approval Order; (2) the actual size of any Settlement Class or Subclass is greater than the estimate of class size⁴ by more than seven-and-one-half percent (7.5%), unless the Defendants

⁴ Defendants estimate that the size of Settlement Class 1 is approximately 300,000; Settlement Class 1 Subclass is approximately 200,000; and, Settlement Class 2 is approximately 45,000. Plaintiffs have relied on these estimates in entering into this Settlement Agreement.

agree in writing to increase the gross amount of the Settlement Fund in an amount acceptable to the Plaintiffs and the Court; (3) the Court materially modifies the terms of the Release or the Released Parties; (4) the Effective Date does not occur for any reason, including without limitation the entry of an order by any court that would require either material modification or termination of the Settlement Agreement or the Final Approval Order. The exercise of any such right of termination must occur within ten business days of the occurrence of the events described in subsections (1), (3) and (4) herein, and with respect to subsection (2), within 10 business days of the Settlement Administrator's certification of the number and identity of Settlement Class Members pursuant to Section 6.1.

7.6 A Settlement Class Member may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Clerk of Court, Class Counsel, and Defendants' counsel. For an objection to be considered by the Court, the objection must be postmarked no later than the last day of the Opt-Out Period, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of the Litigation;
- b. the objector's full name, address and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- d. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of

any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- g. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

8. **FINAL APPROVAL HEARING AND ORDER**

8.1 The Named Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Named Plaintiffs shall file their motion for final approval of the Settlement, and their application for attorneys' fees and costs and awards to Named Plaintiffs, no later than ten (10) days prior to the Final Approval Hearing.

8.2 At the Final Approval Hearing, the Court will consider Named Plaintiffs' motion for final approval of the Settlement, and Class Counsel's application for attorneys' fees and costs and awards to Named Plaintiffs. In the Court's discretion, the Court also may hear argument at

the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost or service award application, provided the objectors filed timely objections that meet all of the requirements listed in Section 7.6 hereof.

8.3 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for attorneys' fees and costs. The proposed Final Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendants as set forth in Exhibit A hereto. Such proposed Final Approval Order shall, among other things

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Classes for settlement purposes only;
- c. Expressly state that the Parties and Class Counsel agree that certification of the Settlement Classes is a certification for settlement purposes only, and that Defendants retain their rights to object to certification of this Litigation if the Effective Date does not occur and/or the Agreement is terminated pursuant to the provisions of paragraphs 7.5.1 or 7.5.2, or any other class action under Federal Rule of Civil Procedure 23 or any other applicable rule, statute, law or provision;
- d. Determine that the Notice provided satisfies Due Process requirements;
- e. Dismiss the Litigation with prejudice;
- f. Release Defendants and the Released Parties from the Released Claims, as set forth in Sections 10.1 and 10.2 hereof;
- g. Bar and enjoin Named Plaintiffs and all Settlement Class Members from asserting or prosecuting any of the Released Claims in any jurisdiction, as set forth in Sections 10.1 and 10.2 hereof, including during any appeal from the Final Approval Order;
- h. Approve such award of attorneys' fees and costs for Class Counsel and/or awards to Named Plaintiffs as the Court may award; and
- i. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

9. **EFFECTIVE DATE**

This Agreement and the obligations of the Parties under this Agreement, other than those obligations that are expressly required to be fulfilled before the Effective Date, shall not become effective until, and are expressly conditioned upon, the occurrence of the Effective Date.

10. **RELEASE**

10.1 Upon the Effective Date, Named Plaintiffs and each Settlement Class Member, each on behalf of himself or herself and on behalf of his or her respective agents, affiliates, heirs, executors and administrators, predecessors, successors, assigns, attorneys, representatives, shareholders, and any and all persons who seek to claim through or in the name or right of any of them (the “Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), TeleCheck Services, Inc., TRS Recovery Services, Inc. and each of their administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, including without limitation First Data Corporation, and all related entities, and any of the foregoing persons’ or entities’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives (collectively, the “Released Parties”) from (1) all claims concerning the content of any RECR3 letters sent by Defendants, or any subsequent or follow-up letters sent by Defendants concerning an alleged returned check that was the subject of an initial RECR3 letter, in an attempt to collect funds in any amount as payment of an alleged returned check or as a fee associated with the collection of the returned check; (2) all claims concerning the sequence and/or timing of Defendants’ collection of funds in any amount as payment of an alleged returned check that was the subject of a RECR3 letter or as a fee associated with the collection of the returned check; and (3) all other claims that have been asserted

in the following civil actions: *LaRocque v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. of Maine; *Jamie Cook v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.* U.S.D.C. for the District of North Carolina; *Sylvia Greer v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. for the Central District of California; *Joann Bucko v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. for the Southern District of New York; *Dellarina M. Stout v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. for the District of Kansas. The Releases provided for herein are as a result of membership in the Settlement Class or Classes, the Court's approval process, and occurrence of the Effective Date, and are not conditional on receipt of payment by any particular Settlement Class Member.

10.2 AS OF THE EFFECTIVE DATE, THE NAMED PLAINTIFFS AND EACH SETTLEMENT CLASS MEMBER SHALL AUTOMATICALLY BE DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR SIMILAR LAWS OF ANY OTHER STATE OR JURISDICTION. SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS: “§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

11. **EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT**

11.1 Each and every Settlement Class Member who has not submitted a timely and valid request for exclusion pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of this Settlement (including, without limitation, any and all Releases).

11.2 This Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against Defendants arising from or in any way related to any debt collection, credit reporting or other practices and upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting any such claims against any Released Party.

11.3 Upon entry of the Final Approval Order, each of the actions comprising the Litigation shall be dismissed with prejudice.

11.4 The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and the Court's orders and judgments. In the event of a breach by Defendants or a Settlement Class Member under this Agreement, the Court may exercise all equitable powers over Defendants or such Settlement Class Member to enforce this Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance, contempt, and injunctive relief.

12. **OTHER TERMS AND CONDITIONS**

12.1 Defendants dispute the claims alleged in the Litigation and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Defendants have agreed to enter into this Agreement to avoid further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Litigation. Neither this Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim or argument made by Named Plaintiffs or Settlement Class Members, including but not limited to arguments on the merits or in support of class certification, or of any wrongdoing or liability of

the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Litigation or in any proceeding in any court, administrative agency or tribunal. The Parties agree that if the Court does not approve any material term of this Agreement or requires as a condition to granting approval any term that effects a material change in this Agreement, then this Agreement may be voided at any Party's option, provided however that such right must be exercised no later than ten (10) days after that Party's receipt of any order granting final approval of the Settlement. The Parties further agree that any requirements that Defendants, or either of them, provide any remedy or pay any amount greater than the remedies and amounts set forth in this Agreement shall be deemed a material change entitling Defendants to void the Agreement.

12.2 In the event that this Settlement does not become effective for any reason, this Agreement shall be considered null and void; all of Defendants' obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Named Plaintiffs' right to proceed under the Court's Order granting class certification and Defendants' rights to continue to oppose class certification on any grounds. Nothing in this Agreement nor in the Settlement proceedings contemplated by this Agreement shall be construed as an admission by either Defendant that any of the requirements for class certification under Fed. R. Civ. P. 23 or any state law provision for class certification have been met.

12.3 In order to ensure that all information provided to Settlement Class Members regarding the terms and conditions of this Agreement is content-neutral and has been approved by

the Court in substance, the Parties agree that no press release or statements to the press shall be made concerning this Agreement except as required by law or to effectuate the Agreement.

12.4 The Parties shall abstain from making, publishing, posting, aiding or authorizing the publication of any false or defamatory statements to any other persons about each other.

12.5 Each of the Parties represents and warrants that he or it is not aware of any other lawsuits or administrative proceedings involving Defendants regarding the subject matter of the Litigation.

12.6 Nothing in this Agreement shall operate or be construed to release any claims or rights of TRS to collect any past, present or future debts that may be owed by Plaintiffs or by any Settlement Class Member, including without limitation any returned check fees. Further, nothing in this Agreement shall be construed to limit TRS' debt collection activities, or TRS' and/or TeleCheck's credit reporting activities, in any way. Nothing in this Agreement shall operate or be construed to release, waive or otherwise limit any claims or defenses a Settlement Class Member might have to such collection activity, other than claims or defenses released in this Agreement.

12.7 TRS intends to implement certain changes to its RECR3 letter in response to the allegations asserted in the Litigation. Such changes have been reviewed by Class Counsel. If adopted and implemented by Defendants, the parties and Class Counsel agree that such changes would remedy the Named Plaintiffs' allegations that the RECR3 letter violated the FDCPA. Nothing in this Agreement shall limit TRS' ability to make future changes to the RECR3 letter as it sees fit. A copy of the front of the revised RECR3 letter incorporating the changes referenced herein is attached as Exhibit G-1 and a copy of the front of the revised RECR3 letter for use in the State of Texas is attached as Exhibit G-2.

12.8 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arms-length by parties of equal bargaining power, and drafted jointly by Class Counsel and Defendants' counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, have read and fully understand the provisions of this Agreement, and have relied on the advice and representation of legal counsel of their own choosing. In the event that a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this Agreement, for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, such provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement.

12.9 The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation.

12.10 The Parties agree that the Agreement was negotiated in good faith by the Parties.

12.11 The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute part of this Agreement.

12.12 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.

12.13 Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defendants shall meet and confer in an attempt to resolve such disputes before submitting them to the Court. In addition, any of the Parties may request that any such dispute be

mediated by the Hon. Margaret Hinkle of JAMS, with the costs of such mediation being split equally between the Parties.

12.14 TRS and TeleCheck each represent and warrant that: (a) it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action; (c) its signatories to the Agreement have full authority to sign on behalf of and to bind it to the Agreement's terms; and (d) this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid, and binding obligation.

12.15 Named Plaintiffs, Defendants, and their attorneys agree to cooperate fully in seeking Court approval of this Agreement and to use their best efforts to effect its consummation as provided for herein. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

12.16 The undersigned counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

12.17 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to all members of the Settlement Classes and their respective agents, heirs, executors, administrators, successors, or assigns.

12.18 This Agreement and its Exhibits constitute the entire agreement of the parties with respect to the subject matter thereof. The settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of the Agreement. In entering this Agreement, no party is relying on any promise, inducement, or representation other than those set forth herein and in the Exhibits

hereto. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by counsel for each of the parties to this Agreement.

12.19 All of the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of this Agreement.

12.20 The waiver by any party to this Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

12.21 This Agreement may be executed in any number of counterparts, including by facsimile or electronic mail, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all parties hereto, regardless of whether all parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all parties to this Agreement have executed a counterpart.

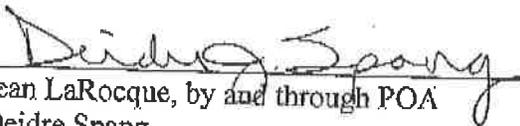
12.22 This Agreement shall be governed by the laws of Maine without regard to its conflict of laws principles whether set forth in rules, precedent, or case law.

12.23 Any action or proceeding to construe or enforce this Agreement or to secure damages for its breach shall be brought in the Court.

12.24 Any notices issued pursuant to the terms of this Agreement shall be sent to the Parties at the addresses of their respective counsel as set forth below. Additional notice to TRS and TeleCheck shall be sent to the following:

Ralph Shalom, Esq.
First Data Corporation
3975 NW 120 Ave, MS B-30
Coral Springs, FL 33065
Ralph.Shalom@FirstData.com

The Plaintiffs:


Jean LaRocque, by and through POA
Deidre Spang

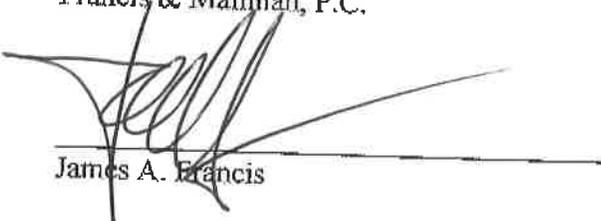
4-13-15
Date

Melissa Allen

Date

Settlement Class Counsel (as counsel for the Plaintiffs and the Settlement Class Members):

Francis & Mailman, P.C.


James A. Francis

4/16/15
Date

Lewis Saul & Associates, P.C.

Date

The Plaintiffs:

Jean LaRocque, by and through POA
Deidre Spang

Date

Melissa Allen

Date

Settlement Class Counsel (as counsel for the Plaintiffs and the Settlement Class Members):

Francis & Mailman, P.C.

James A. Francis

Date

Lewis Saul & Associates, P.C.



Lewis J. Saul

Date

4/15/2015

The Plaintiffs:

Jean LaRocque, by and through POA
Deidre Spang

Date



Melissa Allen



Date

Settlement Class Counsel (as counsel for the Plaintiffs and the Settlement Class Members):

Francis & Mailman, P.C.

James A. Francis

Date

Lewis Saul & Associates, P.C.

Date

The Defendants:

TeleCheck Services, Inc.

By: _____ Date _____
its _____

Defendant's Counsel:

Pierce Atwood LLP

By:  _____ Date 4/16/15
Donald R. Frederico
Partner

TRS Recovery Services, Inc.

By: _____ Date _____
its _____

Defendant's Counsel:

Pierce Atwood LLP

By:  _____ Date 4/16/15
Donald R. Frederico
Partner

The Defendants:

TeleCheck Services, Inc.

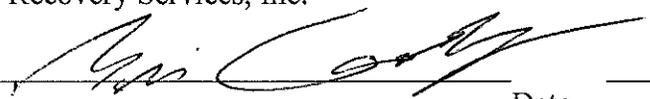
By: _____ Date _____
its _____

Defendant's Counsel:

Pierce Atwood LLP

By: _____ Date _____
Donald R. Frederico
Partner

TRS Recovery Services, Inc.

By:  _____ Date 4/16/15
its President - Brian Connolly

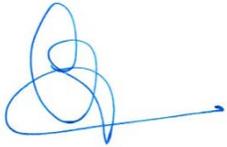
Defendant's Counsel:

Pierce Atwood LLP

By: _____ Date _____
Donald R. Frederico
Partner

The Defendants:

TeleCheck Services, Inc.

By:  _____

its SVP, General Manager

April 16, 2015
Date

Defendant's Counsel:

Pierce Atwood LLP

By: _____
Donald R. Frederico
Partner

Date

TRS Recovery Services, Inc.

By: _____
its _____

Date

Defendant's Counsel:

Pierce Atwood LLP

By: _____
Donald R. Frederico
Partner

Date