

## MODIFICATION TO AGREEMENT OF COMPROMISE AND SETTLEMENT

Jeanne LaRocque (by and through POA, Deidre Spang), Melissa Allen, TeleCheck Services, Inc. and TRS Recovery Services, Inc. (collectively “the Parties”), as parties to an Agreement of Compromise and Settlement dated April 16, 2015 and filed with the United States District Court for the District of Maine in connection with litigation 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 (the “Settlement Agreement”), hereby agree, by and through their attorneys, to the following modifications of the Settlement Agreement:

1. Section 1.1.o. is deleted and replaced with the following language: “Preliminary Approval,” as used throughout this Agreement, means the order approving the issuance of notice in preparation for a final fairness hearing.

2. Section 4.5 of the Settlement Agreement is hereby deleted and replaced with the following language: “Out of the Settlement Fund, the Settlement Administrator shall pay attorneys’ fees at such time and in such amount as the Court directs.”

3. The fifth sentence in Section 4.9 is hereby deleted and replaced with the following language: “All Claim Forms for each Settlement Class must be submitted no later than ninety (90) days after the date of Mail Notice (‘Claims Submission Deadline’).”

4. The last sentence in Section 4.10 is hereby deleted and replaced with the following language: “Within thirty (30) days after the Effective Date, 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).”

5. The first sentence in Section 4.14 is hereby deleted and replaced with the following language: “Within thirty (30) days after providing the report on Approved Claims, or fifteen (15) business days after the Effective Date, whichever is 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 U.S. mail.”

6. Sections 4.16 and 11.2 of the Settlement Agreement are hereby deleted in their entirety. The deletion of Section 11.2 is intended to avoid a potential inconsistency with the release set forth in Section 10.1, and shall not affect the contents of the proposed Final Approval Order as set forth in Section 8.3, including Section 8.3(g).

7. The first sentence of paragraph 6.4 is deleted and replaced with the following language: “Notice to Settlement Class Members shall include the Mail Notice and the Publication Notice substantially in the form attached hereto as Exhibit D.”

8. The Parties agree that the Court’s failure to approve either or both of the proposed *cy pres* recipients identified in Section 4.15 of the Settlement Agreement shall not constitute grounds for any party to terminate the Settlement Agreement. In the event that the Court rejects either or both of the proposed *cy pres* recipients, the Parties shall comply with the Court’s directives regarding the selection of one or more substitute *cy pres* recipients, and shall accept the Court’s final decision regarding such selection.

9. Notwithstanding any other provision in the Settlement Agreement to the contrary, the Parties understand and agree that the Court, and not the Settlement Agreement, controls whether and how objectors will be heard at the fairness hearing.

