

Exhibit F

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS

CONNIE YUAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HOMETRUST MORTGAGE CO.,

Defendant.

Case No. 1:22-cv-01355-DII

STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT

This Stipulation and Agreement of Settlement, as of the date of execution below (the “Settlement Agreement,” “Settlement,” “Agreement,” or “Stipulation”), is made and entered into by and among the following settling parties (“Parties”): (i) Connie Yuan (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) Hometrust Mortgage Company (“Hometrust” or “Defendant”), and subject to preliminary and final Court approval as required by Fed. R. Civ. P. 23. In consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final approval order and judgment, all claims of Plaintiff and the Settlement Class against Hometrust in the Action shall be settled and compromised upon the terms and conditions contained herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiff’s Released Claims (defined below), upon and subject to the terms and conditions hereof.

RECITALS

WHEREAS, Plaintiff asserts that Hometrust had its IT system breached in an Incident that resulted in an unauthorized third party accessing the names, addresses, dates of birth, Social Security and other information of persons who were the current, former and potential customers of Hometrust in July, 2022;

WHEREAS, on December 22, 2022, Plaintiff Connie Yuan filed a Class Action Complaint against the Defendant in Western District of Texas, Case No. 22-cv-01355 (the “Action”), alleging claims for damages and equitable relief based on theories of negligence, breach of an implied contract, breach of fiduciary duty, invasion of privacy, and unjust enrichment;

WHEREAS, the Parties agreed to mediate a resolution to the dispute prior to Hometrust filing a responsive pleading to the Class Action Complaint;

WHEREAS, on April 11, 2023, the Parties attended an arm’s-length mediation supervised by John DeGroote;

WHEREAS, throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement;

WHEREAS, Settlement Class Counsel have obtained sufficient discovery, have fully investigated the facts and law relevant to the subject matter of the Action, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, and for the purpose of putting to rest all controversies with the Defendant that were alleged in the Action, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class;

WHEREAS, Hometrust denies all material allegations of the Complaint including all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action, including any claim that it is liable in any way for the criminal third-party attacks. Nevertheless, Hometrust has agreed to enter into this Agreement to reduce and avoid the additional expense, burden, inconvenience, and uncertainty of continuing to litigate the Action, and without any admission of liability or wrongdoing, desires to enter into this Agreement; and

WHEREAS, the Parties now agree to settle the Action in its entirety, without any admission of liability by Hometrust, with respect to all Released Claims (defined below) of the Settlement Class. The Parties intend this Agreement to bind Plaintiff, Hometrust, and all members of the Settlement Class who do not timely and properly exclude themselves from the Settlement.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. DEFINITIONS

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

1.1 “Action” means *Yuan v. Hometrust*, Civil Action No. 22-cv-01355, including the claims filed by Plaintiff Yuan, in the United States District Court for the Western District of Texas.

1.2 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and administering and carrying out the terms of the Settlement.

1.3 “Attested Time” means time spent remedying issues related to the Data Security Incident.

1.4 “Attorneys’ Fees and Expense Award” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Action.

1.5 “Claimant” means a Settlement Class Member who submits a Claim.

1.6 “Claims Period” means the period for submitting Claims ending sixty days after the Notice Date.

1.7 “Court” refers to the United States District Court for the Western District of Texas.

1.8 “Incident” or “Data Security Incident” means the access, as the result of a cyberattack, by an unauthorized third party to certain computer systems of Hometrust containing personal information stored by Hometrust that occurred in 2022.

1.9 “Economic Losses” means unreimbursed out-of-pocket costs fairly traceable to the Data Breach and not attributable to bodily injury, bodily harm, or mental suffering as a result of the Data Breach.

1.10 “Economic Loss Claim” means a Claim for Economic Losses.

1.11 “Effective Date” means the date on which the Judgment entered pursuant to this Settlement Agreement becomes Final.

1.12 “Election Deadline” means the last day for Settlement Class Members to submit any claim form.

1.13 “Execution Date” means the last date on which all parties have executed this Agreement.

1.14 “Fee Application” means any application by Settlement Class Counsel for an award of attorneys’ fees and reimbursements of expenses, as set forth in Section 10.

1.15 “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ has been filed, the time has expired to file such an appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ; or (2) if an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari, or other writ has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, petition, or writ has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or expenses will not in any way delay or preclude the Judgment from becoming Final.

1.16 “Final Approval Order” and “Judgment” means the order and judgment finally approving the terms of this Agreement. If the Court enters separate orders addressing the matters constituting final approval, then “Final Approval Order” includes all such orders.

1.17 “Maximum Amount Payable” means the maximum amount payable to the Settlement Class for all costs and payments associated with the settlement is \$700,000.

1.18 “Notice” means the notices of proposed class action settlement that the Parties will

ask the Court to approve in connection with preliminary approval of the Settlement.

1.19 “Notice Date” means the deadline to disseminate Notice to the Settlement Class, which is 30 days after the Court issues the preliminary approval order.

1.20 “Notice Program” means the methods for providing Notice of this Settlement to the Settlement Class Members, including (1) a summary form of notice sent by U.S. Mailing address, or where a U.S. Mailing address is not available, by e-mail address, if known, (“Summary Notice”) to each Settlement Class Member, and (2) by posting a long-form notice on the Settlement Website (“Long-Form Notice”). The forms of Notice shall be substantially in the forms attached as Exhibits A-B to this Agreement and approved by the Court. The Notice Program shall be effectuated in substantially the manner provided in Section 7.

1.21 “Objection Period” means the period during which a Settlement Class Member may file an objection to the Settlement, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing an objection to the Settlement or the Fee Application shall be set forth clearly in the Notice.

1.22 “Opt-Out Period” means the period during which a Settlement Class Member may file a request to be excluded from the Settlement Class, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing a request for exclusion shall be set forth clearly in the Notice.

1.23 “Preliminary Approval” means an order, providing for, among other things, preliminary approval of the Settlement;

1.24 “Released Claims” means any and all claims, rights, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature, and character, known and unknown, including without limitation, negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation (whether fraudulent, negligent, or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty, any federal, state, or local statutory or regulatory claims,

including, but not limited to, pursuant to consumer protection laws, unfair and deceptive trade practice laws, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that any Settlement Class Member has, has asserted, could have asserted, or could assert against any of the Released Persons based on, relating to, concerning, or arising out of the Incident (including but not limited to the theft or compromise of Personal Information) or the allegations, facts, or circumstances described in the Action.

Settlement Class Members, including the Representative Plaintiff, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiff expressly has, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Agreement of which the Release set forth in Section 9 below is a part. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from the Settlement Class.

1.25 "Released Persons" means Hometrust and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the data breach.

1.26 "Releases" means all of the releases specified in Section 9.

1.27 “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

1.28 “Service Award” means payment, subject to Court approval and not to exceed \$5,000 each, to compensate the Settlement Class Representative for efforts in the Action on behalf of the Settlement Class. The Defendant does not take any position with respect to this request.

1.29 “Settlement” means the settlement of the Action, between and among the Plaintiff, individually and on behalf of the Settlement Class, and Hometrust, as set forth and reflected in this Agreement.

1.30 “Settlement Administrator” means, subject to approval by the Court, Kroll, a nationally recognized and experienced class-action claims administrator.

1.31 “Settlement Class” means all persons whose personal information was potentially exposed to unauthorized access as a result of an Incident affecting Defendant’s computer network that occurred in 2022.

1.32 “Settlement Class Members” means members of the Settlement Class who did not opt out of the Settlement.

1.33 “Settlement Class Counsel” or “Class Counsel” refers to Meyer Wilson Co., LPA, Kendall Law Group., and Turke & Strauss LLP.

1.34 “Settlement Class Representative” or “Plaintiff” refers to Connie Yuan.

1.35 “Settlement Consideration” means that consideration set forth in Section 4.

1.36 “Settlement Fund” means the common settlement fund established by Class Counsel pursuant to 26 CFR § 1.468B-1 at Huntington Bancshares, Inc. or another qualified bank agreed upon by the Parties and Settlement Administrator, in which Hometrust will deposit \$700,000 in settlement funds and from which all monetary compensation to the Settlement Class and certain other expenses shall be paid pursuant to Sections 6.7 and 10.1 below.

II. DENIAL OF WRONGDOING AND LIABILITY

2.1 Hometrust denies all material allegations of the Complaints including all charges

of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action, including any claim that it is liable in any way for the criminal third-party attacks. Similarly, this Agreement provides for no admission of wrongdoing or liability by any of the Released Persons. This Agreement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.

III. THE BENEFITS OF THE SETTLEMENT

3.1 Settlement Class Counsel believes that the proposed settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class.

3.2 Settlement Class Counsel and Plaintiff recognizes and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Hometrust through trial and appeal.

3.3 Settlement Class Counsel also has taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel is mindful of possible defenses related to the claims asserted in the Action and under FED. R. CIV. P. 23. Based on their evaluation of all of these factors, Plaintiff and Settlement Class Counsel have determined that the Settlement is in the best interests of Plaintiff and the Settlement Class.

IV. SETTLEMENT CONSIDERATION

4.1 For purposes of settlement only, the Plaintiff shall seek, and Hometrust shall not oppose, certification of the Settlement Class, pursuant to FED. R. CIV. P. 23(B)(3) defined as follows:

Settlement Class. All persons whose personal information was exposed or potentially exposed to unauthorized access or acquisition as a result of an Incident affecting Hometrust's computer network that occurred in or around July of 2022.

4.2 For settlement purposes only, Plaintiff shall also seek, and Hometrust shall not oppose, appointment of Settlement Class Counsel, and appointment of Plaintiff as Settlement Class Representative to represent the Settlement Class.

4.4 If this Settlement Agreement is terminated pursuant to its terms, disapproved by

any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on the day before this Settlement Agreement was executed, in accordance with this paragraph. Neither party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or FED. R. CIV. P. 23 if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under FED. R. CIV. P. 23.

4.5 In consideration for the releases provided in this Settlement Agreement, Hometrust will provide the following relief to the Settlement Class, to be paid through the Settlement Fund:

4.5.1 **Credit Monitoring.** Settlement Class Members may submit to the Settlement Administrator a form selecting credit monitoring and identity theft restoration services in a manner consistent with the Claim Form and Notice (a “Credit Monitoring Claimant”). The nature of credit monitoring services provided will be described in the Notice and posted on the Settlement Website. Credit monitoring services may be selected by a Settlement Class Member in addition to an Economic Loss Claim, Attested Time Claim or Cash Payment. The Settlement Administrator shall review all claims for credit monitoring to validate that each Credit Monitoring Claimant is a Settlement Class Member. Ambiguities or deficiencies on the face of the Claim Form shall be resolved by the Settlement Administrator after the close of the claims period. The Settlement Administrator will deliver activation code for Credit Monitoring to the Settlement Class Members who have elected to receive it in accordance with Section 7.2.13, below. The activation codes must be activated within six months from the delivery by mail or email to the Settlement Class. Any Settlement Class Member who fails to timely activate Credit Monitoring shall

waive and forfeit any and all rights to Credit Monitoring under this Agreement.

- 4.5.2 **Reimbursement of Economic Losses.** Any Settlement Class Member may submit a claim for reimbursement for Economic Losses. Economic Losses are unreimbursed costs or expenditures incurred by a Class member that are fairly traceable to the data breach. Economic Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member's personal information.
- 4.5.3 Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) an affidavit that discusses and identifies the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member's personal information; and (c) a signed statement indicating that: (i) the Economic Losses claimed are fairly traceable to the Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity.
- 4.5.4 **Adjudication of Economic Loss Claims.** No Settlement Class Member may have more than one valid Claim Form for an Economic Loss Claim. The Settlement Administrator shall verify that each person who submits a Claim for economic loss is a Settlement Class Member and shall determine whether and to what extent the Claim reflects valid Economic losses that are fairly traceable to the Incident. The Settlement Administrator shall determine whether a Claimant's supporting materials are sufficient to support a Claim and the amount of such a Claim and shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. The Settlement Administrator shall send a written notice to Settlement

Class Members whose Economic Loss Forms were rejected as incomplete. Settlement Class Members shall have fourteen (14) days from the date of the Settlement Administrator's notice to correct all deficiencies in their Economic Loss Claims. If a Settlement Class Member fails to correct all deficiencies within fourteen (14) days from receiving the written notice, the Settlement Administrator shall deny the Settlement Class Member's Claim. The Settlement Administrator shall determine whether the Settlement Class Member has corrected the deficient claim such that it reflects a valid Economic Loss actually incurred that is fairly traceable to the Incident within thirty (30) days.

- 4.5.5 Economic Losses will be deemed "fairly traceable" if (1) the timing of the loss occurred in or after July, 2022 (or the earliest verifiable date the data breach occurred); (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendant prior to the data breach; and (3) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Incident.
- 4.5.6 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Hometrust as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.
- 4.5.7 If a Settlement Class Member disputes a claim determination related to an Economic Loss Claim in writing and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the dispute will be submitted to a neutral agreed to by the Parties with prior experience as a claims referee, who will serve as the claims referee.
- 4.5.8 **Reimbursement for Attested Time.** All Settlement Class Members may submit a

claim for reimbursement of Attested Time up to ten (10) hours at forty dollars (\$40) per hour. Settlement Class Members can receive reimbursement of Attested Time with a brief description of the actions taken in response to the Data Security Incident and the time associated with each action. Claims for Attested Time are capped at \$400 per individual.

4.5.9 **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time, but may consult with Class Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

4.5.10 **Cash Payment:** In the alternative to an economic loss claim or attested time claim, Settlement Class Members may instead elect to receive a settlement payment in cash (“Cash Payment”) of \$50.

4.5.11 **Payment on Claims.** The Settlement Administrator shall establish an account for payment of Claims (the “Settlement Administration Account”), pursuant to Section 6.1, below. One-hundred and twenty (120) days after the Notice Date, the Settlement Administrator shall make final determinations on all Claims and provide notice to the Parties (the “Claims Determination Notice”), including an accounting of all Claims to be paid and instructions to Hometrust to fund the Settlement Administration Account.

In the event that following the (1) Claims Period and the calculation of the sum of all valid Economic Loss and Attested Time claims, (2) all Cash Payment claims, (3) the final calculation of other expenses to be paid from the Settlement Fund (including the cost of Credit Monitoring for the Credit Monitoring Claimants) residual funds remain in the Settlement Fund, then the amount paid per valid claim

shall increase pro rata until as much of the Settlement Fund is depleted as possible.

- 4.5.12 If Class Members fail to cash their checks for payment of an Economic Loss Claim, Attested Time, or Cash Payment within six months of delivery, the residual amount of money left from these uncashed checks will be distributed pro rata to the Settlement Class until distribution is no longer feasible. If a de minimis amount remains that is too expensive to distribute to the class, Class Counsel may apply to the Court for alternative distribution of those funds.
- 4.5.13 Cashing a check and/or activating a Credit Monitoring activation code is a condition precedent to any Settlement Class Member's right to receive settlement benefits.
- 4.5.14 **Aggregate Cap on Claims.** The aggregate amount of claims under this Agreement is limited to the net amount in the Settlement Fund (i.e. the Settlement Fund less attorneys' fees and costs, Plaintiff service award, and settlement administration and notice costs). In the event that the aggregate amount of payments for claims meets or exceeds the Maximum Amount Payable to the Settlement Class for the payment of Claims, after any costs, fees or administration costs are awarded, then the value of any such payments shall be reduced on a pro rata basis. All pro rata determinations required by this and the preceding Paragraphs shall be performed by the Settlement Administrator.
- 4.5.15 **Incomplete or Unsigned Claims.** Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient information to determine whether the claimant is a Settlement Class Member, the Settlement Administrator shall request additional information ("Claim Supplementation") and give the claimant fourteen days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty days of receipt of a Claim Form. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim or provide Credit

Monitoring to the claimant.

Following the receipt of additional information requested as Claim Supplementation, the Settlement Administrator shall have thirty days to accept or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, either in whole or in part, then the claim shall be paid to the extent that the Settlement Administrator finds the claim to be valid. If the claim is not valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any further action.

A Settlement Class Member shall have thirty days to request reconsideration of the approved amount of any Economic Loss Claim and twenty-one days thereafter to appeal the Settlement Administrator's determination to the Court through Class Counsel.

4.5.16 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the Claims Period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the releases contained herein and the Judgment.

4.5.17 No person shall have any claim against the Settlement Administrator, Hometrust, Class Counsel, Hometrust's Counsel, any of the Released Persons and/or the Settlement Class Representatives based on distribution of benefits to the Settlement Class.

4.5.18 Information submitted by the Settlement Class pursuant to Section 4 of the Settlement Agreement shall be deemed confidential and protected as such by Hometrust, Class Counsel, and the Settlement Administrator.

4.5.19 Defendant agrees to provide additional anti-phishing training to its employees within sixty (60) days of entry of a Preliminary Approval Order (“Business Practice Commitments”). Actual costs for the Business Practice Commitments will be paid by Defendant separate and apart from the Settlement Fund. Defendant also agrees to provide a declaration detailing the Business Practice Commitments.

4.6 The Parties, including Plaintiff and each of the Settlement Class Members, each expressly agree that they will not engage in any conduct or communications designed to disparage the other.

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR REVIEW AND PRELIMINARY AND FINAL APPROVAL

5.1 Preliminary Approval. As soon as practicable, but no later than fourteen (14) days following the full execution of this Agreement by all Parties provided that the Obligation to Meet and Confer set forth in Section 13.10 below is satisfied, Settlement Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be attached to the motion and shall be substantially in the form set forth in **Exhibit F**. The motion for Preliminary Approval shall request that the Court, among other things:

- 5.1.1 Grant preliminary approval of the terms of the Settlement as fair, adequate, and reasonable;
- 5.1.2 Provisionally certify the Settlement Class pursuant to FED. R. CIV. P. 23 for settlement purposes only, appoint Plaintiff as the Settlement Class Representatives of the Settlement Class and appoint Settlement Class Counsel as counsel for the Settlement Class;
- 5.1.3 Approve the Notice Program set forth in Section 7 and provide that following the Preliminary Approval Order the Settlement Administrator shall cause the Notice to be provided in accordance with the procedures set forth in Section 7 within fourteen (14) days of preliminary approval;
- 5.1.4 Approve the procedures set forth in Section 8 for Settlement Class Members to

exclude themselves from the Settlement Class or to object to the Settlement or Fee Application;

5.1.5 Find that the Court will retain jurisdiction over all claims relating to this Agreement;

5.1.6 Stay the Action pending Final Approval of the Settlement;

5.1.7 Stay, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning Released Claims;

5.1.8 Schedule the Final Approval Hearing at a time and date mutually convenient for the Court, Settlement Class Counsel, and counsel for Hometrust, at which time the Court will conduct an inquiry into the fairness of the Settlement, whether it was made in good faith and should be finally approved, and whether to approve Settlement Class Counsel's application for attorneys' fees, costs, and expenses, and for Service Awards ("Final Approval Hearing" or "Fairness Hearing");

5.1.9 Provide that all Settlement Class Members will be bound by the Final Approval Order and Judgment dismissing the Action with prejudice;

5.1.10 Establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and Settlement Class Counsel's Fee Application.

5.2 Final Approval. The Final Approval Hearing shall be scheduled no earlier than one hundred (100) days after the entry of the Preliminary Approval Order. By no later than fourteen (14) days prior to the Final Approval Hearing, the Parties shall file any responses to any objections and any briefs in support of final approval of the Settlement, subject to the Obligation to Meet and Confer in Section 13.10, below. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fees, costs, expenses, or Service Award application, provided the objectors filed timely objections that met all of the requirements listed in Section 8.

5.2.1 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 Settlement Class Counsel's request for attorneys' fees, expenses, and the Service Awards. The proposed Final Approval Order that will be filed with the motion for Final Approval shall be in a form agreed upon by Class Counsel and Hometrust, subject to the Obligation to Meet and Confer set forth in Section 13.10, below. Such proposed Final Approval Order shall, among other things:

- (a) Determine that the Settlement is fair, adequate, and reasonable and approve the Settlement pursuant to FED. R. CIV. P. 23;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice provided satisfied due process requirements;
- (d) Enter Final Judgment on the Settlement Agreement;
- (e) Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Section 9, including during the pendency of any appeal from the Final Approval Order;
- (f) Release Hometrust and the Released Persons from the Released Claims, as set forth in Section 9; and
- (g) Reserve the Court's continuing and exclusive jurisdiction over Hometrust and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VI. THE SETTLEMENT FUND

6.1 Class Counsel will establish an interest-bearing escrow account to serve as the Settlement Fund at Huntington Bancshares, Inc. or another financial institution approved by Class Counsel and Hometrust's Counsel, which shall be maintained pursuant to Treasury Regulation § 1.468B-1, *et seq.*

6.2 By no later than seven days prior to filing the Motion for Preliminary Approval of

this Agreement, Hometrust will deposit \$700,000 into the Settlement Fund.

6.3 As described in this Agreement, the Settlement Fund shall be the sole source of monetary funds for all relief referenced below and shall be used by the Settlement Administrator to pay for:

- (a) Taxes and Tax-Related Expenses;
- (b) Economic Loss Claims, Attested Time Claims, and Cash Payments;
- (c) Credit Monitoring;
- (d) Notice and Administrative expenses;
- (e) Representative Plaintiff's Service Awards;
- (f) Class Counsel's Attorneys' Fees, Costs, and Expenses; and
- (g) Any other remuneration called for by this Agreement, other than Hometrust's expenses and attorneys' fees related to this Action.

6.4 No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by this Agreement; or (ii) approved by the Court, except that up to \$100,000 may be used to provide the Settlement Class Members notice under the notice plan approved by the Court and to pay for administrative expenses. The Settlement Administrator shall be frugal and prudent in incurring notice and administrative expenses.

6.5 All funds held in the Qualified Settlement Fund shall be deemed to be in the custody of the Court upon the deposit of those funds until such time as the funds shall be distributed to Settlement Class Members or used as otherwise disbursed pursuant to this Agreement and/or further order of the Court.

6.6 The Parties agree that the Settlement Fund is intended to be maintained within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as an escrow account from the earliest date possible and agree to any relation-back election required to

treat the Settlement Fund as an escrow account from the earliest date possible.

6.7 All Taxes and Tax-Related Expenses shall be paid out of the Settlement Fund and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments).

6.8 The Parties and their counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Member or Plaintiff of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.

6.9 Each Settlement Class Member and Representative Plaintiff shall be solely responsible for the federal, state, and local tax consequences to him, or, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

6.10 Hometrust and its counsel shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or this Agreement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Hometrust also shall have no obligation to communicate with Settlement Class Members regarding amounts paid under this Agreement.

6.11 The Representative Plaintiff and Class Counsel shall not have any liability whatsoever with respect to any acts taken pursuant to the terms of this Agreement, including, but not limited to: (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or

Agreement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

VII. SETTLEMENT ADMINISTRATOR

7.1 Settlement Class Counsel will hire a Settlement Administrator through a competitive bidding process. The Settlement Administrator shall administer various aspects of the Settlement as described in this Agreement and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing the Notice to Settlement Class Members as described in Section 7; establishing and operating the Settlement Website and toll-free number; administering the provision of credit monitoring and identity restoration services, and the Claims process as described in Section 4.

7.2 The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

- 7.2.1 Obtaining from Hometrust the name and last known personal US mail address information for Settlement Class Members, to the extent known, for the purpose of sending the Summary Notice to Settlement Class Members, which will be provided within fourteen days of the Preliminary Approval Order by email, or where a US mail address is not available, by email to the last known personal email address, if known;
- 7.2.2 Obtaining from Hometrust information, to the extent reasonably available, necessary to establish a reasonably practical procedure to verify Settlement Class Members;
- 7.2.3 Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;

- 7.2.4 Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- 7.2.5 Establishing and maintaining a Settlement Website as an additional means for Settlement Class Members to obtain notice of and information about the Settlement through and including hyperlinked access to this Agreement; the Notice; the order preliminarily approving the Settlement; the Final Approval Order; Claim Forms; Reimbursement Forms; and such other documents as Class Counsel and Hometrust agree to post or that the Court orders posted. These documents shall remain on the Settlement Website at least until expiration of the Election Deadline and the Reimbursement Deadline. The URL of the Settlement Website will be agreed upon in writing by Hometrust and Class Counsel. The Settlement Website shall not include any advertising and shall not bear or include the Hometrust logo or Hometrust trademarks;
- 7.2.6 Processing all written notifications of exclusion from the Settlement Class;
- 7.2.7 Providing weekly reports or as requested by Class Counsel or Hometrust's Counsel to the parties that summarizes the number and amount of claims and opt-outs since the prior reporting period, the total number and amount of claims and opt-outs received to date, the number and amount of any claims approved and denied since the prior reporting period, the total number and amount of claims approved and denied to date, and other pertinent information as requested by Class Counsel and Hometrust's Counsel;
- 7.2.8 Providing a final report no later than seven (7) days after the Opt-Out Deadline that identifies the total number and amount of claims and opt outs,

the number and amount of any claims approved, and other pertinent information as requested by Class Counsel and Hometrust's Counsel;

7.2.9 Paying all Taxes and Tax-Related Expenses from the Settlement Fund;

7.2.10 In advance of the Final Approval Hearing, preparing a declaration to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; and (iii) provides information on the number of Settlement Class Members who requested Credit Monitoring, and the total number of Settlement Class Members who submitted Economic Loss Claims Attested Time Claims, and Cash Payments;

7.2.11 Receiving and processing all Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Section 4;

7.2.12 Reviewing, determining the validity of, and responding to Election and Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Section 4;

7.2.13 Processing and transmitting distributions to Settlement Class Members and activation codes for Credit Monitoring in accordance with Section 4 within sixty (60) days after the date the Judgment becomes Final;

7.2.14 Responding to any mailed or emailed Settlement Class Member inquiries;

7.2.15 Performing any other function related to Settlement administration at the agreed-upon instruction of both Settlement Class Counsel and Hometrust, including but not limited to verifying that cash payments have been distributed; and

7.2.16 Overseeing administration of the Settlement Fund.

7.3 Class Counsel and Counsel for Hometrust have the right to review and obtain

supporting documentation from the Settlement Administrator and challenge any reports provided by the Settlement Administrator if either believes the reports to be inaccurate or inadequate. Any determination by the Settlement Administrator regarding the validity or invalidity of any claims challenged by Class Counsel or Hometrust shall be binding, subject to the Claims Resolutions process set forth in Section 4.5.7.

7.4 The Parties, the Released Persons, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

7.5 The Settlement Fund shall be solely responsible for paying the Settlement Administrator for its settlement administration services and the Notice related to the Settlement.

VIII. NOTICE, OPT OUTS, AND OBJECTIONS

8.1 Within thirty (30) days of the Preliminary Approval Order, the Settlement Administrator shall distribute the Summary Notice, activate the Settlement Website and otherwise implement the Notice Program provided herein, using the forms of Notice substantially in the form attached as **Exhibits A-E** as approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: (i) a description of the material terms of the Settlement; (ii) a date by which Settlement Class Members may exclude themselves from or "opt out" of the Settlement Class; (iii) a date by which Settlement Class Members may object to the Settlement; (iv) the date upon which the Final Approval Hearing is scheduled to occur; (v) a description of the Settlement Consideration; (vi) a description of the process for submitting Forms; (vii) a description of the process for submitting Claims; (viii) the Deadlines; and (ix) the Internet address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Hometrust shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the Hometrust logo or trademarks or the return address of Hometrust, or otherwise be styled to appear to originate from Hometrust.

8.2 The Notice shall include information about the benefits of the Settlement and the following information:

8.2.1 Claim Forms, and additional information regarding the Credit Monitoring offering, are available at the Settlement Website and in the Summary Notice;

8.2.2 The deadline for submitting Claims is sixty days after the Notice Date.

8.3 The Notice shall include the procedure for Settlement Class Members to exclude themselves from the Settlement Class by providing signed written notice to the Settlement Administrator. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all Settlement Class Members who have timely and validly excluded themselves from the Settlement Class. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of this Agreement.

8.4 The Notice shall include the procedure for Settlement Class Members to object to the Settlement and/or the Fee Application. Objections to the Settlement and/or Fee Application must comply with the procedures set forth in Section 8.10.

8.5 For an objection to be considered by the Court, the objection must conform to the specifications set forth in Section 8.10.

8.6 Notice shall be provided to the Settlement Class by Summary Notice to each Settlement Class Member by U.S. mail, or where a mailing address is not available, by email to the last known personal email address, if known, and by posting the Long-Form Notice on the Settlement Website, pursuant to the terms of Section 7. The Settlement Administrator shall cause a skip trace to be run with respect to any Notice returned as undeliverable, and shall resend the Notice once in accordance with updated information, if any, obtained from the skip trace. Notice shall be provided substantially in the forms attached as Exhibits A-B to this Agreement.

8.7 Hometrust shall, within fifteen (15) days of the Execution Date, provide the

Settlement Administrator with data files containing the identity and last known e-mail addresses of the Settlement Class Members (to the extent reasonably available). The Settlement Administrator shall run the mailing addresses through the National Change of Address Database or other similar data source and shall send the Summary Notice to Settlement Class Members at the identified U.S mail addresses under the provisions of this Agreement.

8.8 By no later than seven (7) days after the date of the Preliminary Approval Order, the Settlement Administrator shall establish a dedicated post office box address and the toll-free telephone number contemplated in Section 7.

8.9 Opt-Out Procedures

8.9.1 Each Settlement Class Member desiring to exclude himself from the Settlement and Settlement Class shall timely submit, by U.S. Mail, written and signed notice of such intent to the designated Post Office box established for said purpose as set forth in the Notice. The written notice must clearly manifest the intent to be excluded from the Settlement Class and must be signed by the Settlement Class Member. A request for exclusion may not request exclusion of more than one member of the Settlement Class. Mass opt-outs are not permitted. To be effective, the written notice must be postmarked by the last date of the Opt-Out Period.

8.9.2 All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of the Settlement, nor be bound by the terms of this Agreement. Settlement Class Members who do not request to be excluded from the Settlement, except as otherwise ordered by the Court, shall be bound by the terms of this Agreement and Judgment entered thereon.

8.9.3 Any Settlement Class Member who opts out of the Settlement shall not have standing to object to the Settlement.

8.10 Objection Procedures

8.10.1 Any Settlement Class Member who does not elect to opt-out of the Settlement and who desires to object to the Settlement or the Fee Application shall file and serve such objections on or before the expiration of the Objection Period, filed with the Clerk of the Court no later than the expiration of the Objection Period and served concurrently therewith upon Class Counsel, Matthew R. Wilson, 305 W. Nationwide Blvd, Columbus, OH 43215, and Hometrust's Counsel, Michael D. Morfey, Esq., Hunton Andrews Kurth, LLP, 600 Travis Street, Suite 4200, Houston, TX, 77022. Such objections must set forth:

- the name of the Action;
- the objector's full name, address, telephone number;
- a statement of the basis on which the objector claims to be a Settlement Class Member;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection, and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection;
- the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing;
- a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;

- A list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years;
- A list by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any Person or entity) has filed an objection to any proposed class action settlement within the last 3 years;
- A list by case name, court, and docket number, of all other cases in which the objector has been named a plaintiff in any class action or served as a lead plaintiff or class representative; and
- the objector's signature signed under oath and penalty of perjury and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). If the objector is legally incapacitated, the signature of their duly authorized representative with supporting documentation and an attestation that the objector is legally incapacitated shall suffice.

8.10.2 Except as otherwise ordered by the Court, any Settlement Class Member who fails to comply with the provisions of Section 8.10.1 shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Agreement or Fee Application, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for challenge to the Agreement shall be through the provisions of Section 8.10.1.

8.10.3 Submitting an objection notice under this paragraph shall constitute the objecting Settlement Class Member's consent to jurisdiction of the Court

and to accept service of process, including subpoenas for testimony, at the email address provided in the objection notice.

IX. RELEASES

9.1. As of the Effective Date, the Releasing Parties, shall automatically be deemed to have released all Released Claims.

9.2. In addition to the Released Claims, Plaintiff Connie Yuan agrees to release the Released Persons from any and all actions, claims, debts, costs, expenses, damages, injuries, liabilities, demands, and causes of action at law or in equity of any kind, nature, and description, whether known or unknown, suspected or unsuspected, asserted or unasserted, from the beginning of time through the Effective Date.

9.3. Upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Settlement as provided herein) in which any of the Released Claims or the claims released by the Representative Plaintiff pursuant to Section 9.2 above is asserted.

X. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARDS

10.1. Class Counsel may file a Fee Application seeking an award of attorneys' fees and reimbursement of reasonable expenses of no more than one-third of the Total Settlement Fund, plus costs and a Service Award of \$5,000 to the Plaintiff, all of which shall, if approved by the Court, be paid from the Settlement Fund. Neither Class Counsel's application for, nor any individual's entitlement to, a Service Award shall be conditioned in any way upon such individual's support for this Agreement. Hometrust is free to support, oppose, or take no position with respect to any such Fee Application.

10.2. Class Counsel must file the Fee Application at least fourteen (14) days prior to the

Objection Deadline.

10.3 No order of any attorneys' fees, costs, expenses, and/or Service Award ordered by the Court to the Class Counsel or Representative Plaintiff shall affect whether the Judgment is Final or constitutes grounds for cancellation or termination of this Agreement.

XI. TERMINATION OF SETTLEMENT

11.1. In the event of any of the following events, this Agreement shall be canceled and terminated subject to Section 11.2 unless Class Counsel and Hometrust's Counsel mutually agree in writing to proceed with the Agreement:

11.1.1. Settlement Class Counsel and Hometrust agree to termination before the Effective Date;

11.1.2. The Court refuses to grant Preliminary Approval of this Agreement;

11.1.3 The Court refuses to grant Final Approval of this Agreement;

11.1.4 Any appellate court modifies the Final Judgment or reverses it;

11.1.5. The Effective Date does not occur;

11.1.6. More than 350 Settlement Class Members opt out of the Settlement.

11.2 In the event that (i) the Agreement is not approved by the Court and one or both parties decide not to revise the terms of the Agreement to address the Court's concerns and seek approval of a revised agreement, or (ii) the Agreement is terminated in accordance with its terms, then (a) the Parties shall be restored to their respective positions in the Action as if the Agreement had never been entered into, all of the Parties' respective pre-Settlement claims and defenses will be preserved, any remaining funds in the Settlement Fund shall immediately be returned to Hometrust within seven business days, and the Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or a Party's Counsel, and (b) the terms and provisions of this Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement

shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Agreement.

11.3 The Parties agree, for purposes of this Agreement only, to the certification of the Settlement Class. If the Agreement is terminated or cancelled pursuant to the terms of this Agreement, this Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any person's or Parties' position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

XII. DISMISSAL OF THE ACTION

12.1. Plaintiff, on behalf of herself and the Settlement Class Members, consents to the entry of Final Judgment on this Settlement Agreement, fully resolving and adjudicating all claims brought in this Action by dismissal with prejudice.

XIII. MISCELLANEOUS PROVISIONS

13.1. **Entire Agreement.** This Agreement and the Exhibits constitute the final entire agreement among the Parties and supersede any prior agreements among the Parties with respect to the Action and the Released Claims by Plaintiff and the Settlement Class pursuant to Section 1.24 above. The Agreement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. All of the Exhibits referred to herein shall be incorporated by reference as though fully set forth herein. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Agreement or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

13.2. Neither the Agreement, nor the settlement contained herein, nor any act performed

or document executed pursuant to or in furtherance of the Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim identified in Section 1.24 above, or of any wrongdoing or liability of any of the Released Persons; (ii) 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 Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) may be cited or relied upon to support any private cause of action or claim in any court, administrative agency or other tribunal. Any of the Released Persons may file the Agreement and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction of any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.3 **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

13.3. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Persons.

13.4 **Class Members Signatures.** It is agreed that it is impossible or impractical to have each Class Member execute this Agreement. The Notices will advise all potential Class Members of the binding nature of the Releases, Settlement Agreement, the Preliminary Approval Order, and the Final Order and Judgment; and each of those documents shall have the same force and effect as if each Class Member executed this Settlement Agreement.

13.5. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement

and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Parties and the Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement.

13.6. **Amendment.** This Agreement may be amended, modified, or waived only by a written instrument signed by counsel for all Parties hereto or their successors in interest or their duly authorized representatives.

13.7. **Currency.** All dollar amounts are in United States dollars (USD).

13.8. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

13.9. **Authorization.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its term, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Agreement and to ensure fairness to the Settlement Class.

13.10. **Obligation to Meet and Confer.** Before filing any motion in the Court pertaining to this Agreement, including but not limited to a motion for preliminary and final approval, raising a dispute arising out of or related to this Agreement, or responding to objectors to this Agreement, the Parties shall consult with each other and certify to the Court that they have meaningfully consulted with one another at least five (5) days before any motion was filed.

13.11. **Deadlines.** If any deadline set forth in this Agreement or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

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

13.13 **Confidentiality.** To the extent permitted by law and any applicable Court rules, all agreements made, and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation and the Effective Date.

13.14 **Arm's-Length Negotiations.** The Parties represent and agree that the terms of the Agreement were negotiated at arm's-length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13.15. **Best Efforts.** The Parties and their respective counsel of record (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, and to exercise their best efforts to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required by this Agreement (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement) and to accomplish the terms and conditions of this Agreement.

13.16. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise.

13.17. **Receipt of Advice of Counsel.** Each Party acknowledges, agrees, and specifically

warrants that he, she, or it has fully read this Agreement and the Releases contained in Section 9, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

13.18. **Time Periods.** The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Class Counsel and Hometrust's Counsel.

13.19. **CAFA Notice.** Within 10 days of Plaintiff's Motion for Preliminary Approval, Hometrust shall cause the Settlement Administrator to provide CAFA notice required by 28 U.S.C. § 1715(b).

13.20. **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Texas without regard to its choice of law principles.

13.21. **No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

13.22. **Execution in Counterparts.** This Agreement shall become effective upon its execution by all of the Parties' attorneys. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

13.23. **Signatures.** Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in PDF format by email will be sufficient to execute the agreement.

13.24. **Notices.** Notices in relation to this Agreement shall be provided to counsel of record for each party.

Date: May ___, 2023

By: _____
Matthew Wilson, Esq.
Meyer Wilson Co., LPA
Attorneys for Plaintiff

Date: May 23, 2023

By: Michael D. Morfey
Michael D. Morfey
Hunton Andrews Kurth, LLP
Attorneys for Hometruster


Date: May ___, 2023

By: _____
Connie Yuan

Date: May 23, 2023

By: William M Knapp
Hometruster
Its: President

Date: May 23, 2023


By: 

Matthew Wilson, Esq.
Meyer Wilson Co., LPA
Attorneys for Plaintiff

Date: May __, 2023

By: _____
Michael D. Morfey
Hunton Andrews Kurth, LLP
Attorneys for Hometruster

Date: May 22, 2023

By: 

Connie Yuan

Date: May __, 2023

By: _____
Hometruster

Its: _____