

MASTER SETTLEMENT AGREEMENT

dated August __, 2017 by and among

**Albert/Carol Mueller T-A McDonald's, Albert and Carol Mueller LTD Partnerships,
Albert Mueller, Carol Mueller, JPMorgan Chase & Co., and JPMorgan Chase Bank, N.A.,
and Defense Counsel;**

and

the Representative Plaintiffs and Class Counsel

MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement (“Agreement”) is made and entered into as of August __, 2017 by and among the following parties (the “Parties”):

The representative plaintiffs (“Representative Plaintiffs”), Alisha Siciliano, Cassie Staretz, Samantha Lynn Earley, Justin Eck, Nigel King, Brandon Lewis, Eric Lewis and Taylor Trischetta, through their counsel, on behalf of themselves and each member of the putative classes, in the following actions: *Siciliano v. Albert/Carol Mueller*, pending in the Court of Common Pleas of Luzerne County, Pennsylvania at File No. 2013-7010 (the “Siciliano Matter”); and (b) *King v. Albert and Carol Mueller Limited Partnership, et al.*, also pending in the Court of Common Pleas of Luzerne County, Pennsylvania at File No. 2014-8688 (the “King Matter”) (consolidated for settlement purposes on May 30, 2017, and known together as the “Class Actions”);

The Defendants in the Siciliano and King Matters, who each shall be referred to as:

Albert/Carol Mueller T-A McDonald’s, Albert and Carol Mueller LTD Partnerships, Albert Mueller, and Carol Mueller (“Mueller Defendants”); and

JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (“Chase Defendants” and, together with the Mueller Defendants, “Defendants”).

RECITALS

WHEREAS, the Siciliano Matter was filed against the Mueller Defendants and the King Matter was filed against the Mueller Defendants and the Chase Defendants;

WHEREAS, Defendants deny the claims asserted against them in the Class Actions, including all charges of wrongdoing or liability arising out of the allegations in the Class Actions;

WHEREAS, Defendants have asserted a number of defenses to the factual allegations and legal claims in the Class Actions, and believe those defenses to be meritorious; nonetheless, Defendants have concluded that further proceedings in the Class Actions would be protracted and expensive, and they desire to resolve the Class Actions to avoid the burden and expense of litigation;

WHEREAS, the Parties desire to fully and finally settle the Class Actions in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Representative Plaintiffs (for themselves and the Settlement Class Members defined herein), and by Defendants, all intending to be legally bound hereby, that, subject to the approval of the Court, the Class Actions and the Released Claims, as defined herein, shall be fully and finally resolved, compromised, discharged and settled as among the Parties under the following terms and conditions:

I. Definitions

A. Proposed Settlement Class

Solely for purposes of this Agreement and without prejudice to or abandonment of any positions taken in the Class Actions regarding class certification, the Parties agree to the certification of one settlement class pursuant to Pa. R. Civ. P. 1708, defined as follows, and to be known as the "Settlement Class":

All current and/or former hourly employees of the Mueller Defendants who worked at one of the McDonald's restaurants owned and operated by the Mueller Defendants between November 5, 2010 and July 2013 and who were required to and did receive payment of wages for their employment in whole or in part via a payroll card issued by JPMorgan Chase Bank, N.A. ("Payroll Card").

It is the Parties' intent that this Settlement Class be identical in membership to the Class previously certified on May 14, 2015 in the Siciliano Matter by the Court of Common Pleas of Luzerne County.

All individuals meeting this Settlement Class description shall be referred to as "Settlement Class Members."

B. Other Defined Terms

1. **Attorneys' Fees** – Any and all attorneys' fees, costs and expenses, including any fees and costs for experts and consultants that are awarded by the Court to Class Counsel for the work performed for the benefit of the Settlement Class Members. This definition of Attorneys' Fees is intended to include all claims for attorneys' fees and costs pursuant to § 260.9a(f) of the Pennsylvania Wage Payment and Collection Law ("WPCL"), 43 P.S. § 260.9a(f) and § 201-9.2(a) of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), 73 P.S. § 201-9.2(a). Payment by the Mueller Defendants and the Chase Defendants of the amounts to be awarded by the Court as detailed in Paragraph II.C, shall be accepted by the Plaintiffs and Class Counsel as full and final settlement of any claims Plaintiffs and Class Counsel might make in relation to claims for attorneys' fees and costs.
2. **Bank Surcharges** – The charges imposed on Settlement Class Members by ATM owners and operators other than the Chase Defendants for Settlement Class Members' use of their Payroll Cards at ATMs.
3. **Chase Administrative Costs** – Those costs already expended by the Chase Defendants in the issuance and mailing of checks to Settlement Class Members in the amount of any Chase Fees charged to those Settlement Class Members, plus costs to be expended by the Chase Defendants, pursuant to this Agreement, for reissuing and re-mailing of any such checks.

4. Chase Fees – Charges imposed on Settlement Class Members by the Chase Defendants in connection with Settlement Class Members' use of their Payroll Cards.
5. Payroll Card – The payroll cards issued by JPMorgan Chase Bank, N.A. at issue in the Class Actions.
6. Claims Administrator – shall mean Angeion Group, which is the entity processing the mailings to send to Settlement Class Members, or the entities designated by them to perform that function and otherwise providing administrative services to the Settlement Class.
7. Class Counsel – David S. Senoff, Esquire of Anapol Weiss and Michael J. Cefalo, Esquire of Cefalo & Associates.
8. Class Relief – As more fully described herein at Paragraph II, consideration, including the Chase Fees, the Bank Surcharges and statutory damages provided to Relief-Eligible Settlement Class Members, and statutory attorneys' fees and costs provided to Class Counsel.
9. Conditional Class Certification – Certification of the proposed Settlement Class solely for the purposes of implementation, approval and consummation of the Settlement, as further defined in Paragraph III herein.
10. Court – The Court of Common Pleas for Luzerne County and Judge Thomas Burke, the Judge assigned to the Class Actions.
11. Defense Counsel – Collectively the attorneys representing the Mueller Defendants and the Chase Defendants in the Class Actions.
12. Effective Date – The date on which the Final Order and Judgment approving this Agreement becomes final, *i.e.*, (a) if no appeal is taken from the Final Order and Judgment, the Effective Date will mean the date on which the time to appeal therefrom has expired; (b) in the event that the Final Order and Judgment is appealed, the Effective Date will mean the date on which all appeals therefrom, including petitions for rehearing or argument, petitions for rehearing *en banc* and petitions for allowance of appeal, or any other form of review, have been finally disposed of in a manner that affirms the Final Order and Judgment; or (c) if Class Counsel and Defense Counsel agree in writing, the Effective Date can occur on any other agreed-upon date.
13. Final Order and Judgment – An order of the Court fully and finally approving the Settlement and dismissing the Class Actions with prejudice as to the Released Parties, as further described in Paragraph VI herein.

14. Future Administrative Costs – Those costs charged by the Claims Administrator which are necessary to administer the Settlement. The Mueller Defendants have agreed to pay up to \$35,000 of said Future Administrative Costs. These Future Administrative Costs shall not include the Chase Administrative Costs defined separately at subparagraph 3 of this paragraph. The Chase Defendants shall not be liable for any Future Administrative Costs.
15. Notice – A notice to be mailed to Settlement Class Members (and available on a website) in a form substantially identical to Exhibit A, subject to Court approval, and as further described in Paragraph IV.A herein.
16. Objection Deadline – The date by which Settlement Class Members who object to the Settlement must submit a written statement of such objection to the Claims Administrator, as further described in Paragraph IV.E herein and abiding by the same post-mark requirements of the Participation Deadline. The Objection Deadline, Participation Deadline, and Opt-Out Deadline shall all be the same date.
17. Objectors – Settlement Class Members who file with the Claims Administrator an objection to the Settlement, on or before the Objection Deadline.
18. Opt-Out – The right of Settlement Class Members to exclude themselves from the Settlement by returning, no later than the Participation Deadline, the Participation Form indicating their opt-out election.
19. Opt-Out Deadline – The date by which Settlement Class Members who wish to Opt-Out of the Settlement must submit their request to Opt-Out to the Claims Administrator, as further described in Paragraph IV.C herein and abiding by the same post-mark requirements of the Participation Deadline, below. The Opt-Out Deadline, Participation Deadline, and Objection Deadline shall all be the same date.
20. Opt-Out Persons – Persons within the definition of the Settlement Class but who have properly elected to Opt-Out, as described in Paragraph IV.C, and who are not bound by this Agreement nor by the Court's Final Order and Judgment.
21. Participation Deadline – The date certain by which the United States Postal Service or other equivalent carrier (*i.e.*, Federal Express or United Parcel Service, etc.) must have affixed a post-mark or other equivalent proof of mailing upon the envelope enclosing the completed Participation Forms, as further described in Paragraphs IV.B and V, in order for such forms to be considered by the Claims Administrator. The Participation

Deadline, Opt-Out Deadline, and Objection Deadline shall all be the same date.

22. **Participation Form** – The form that persons within the definition of the Settlement Class must submit to be eligible to receive Class Relief, or to elect to Opt-Out, in a form substantially identical to Exhibit C, subject to Court approval.
23. **Parties** – The Defendants and Plaintiffs, including Representative Plaintiffs and all Settlement Class Members.
24. **Payment Date** – A date certain not more than fourteen (14) calendar days after the Effective Date.
25. **Plaintiffs** – All Representative Plaintiffs and Settlement Class Members in the Class Actions.
26. **Plaintiffs' Service Payment** – Any payments that the Court orders to be paid to Representative Plaintiffs in recognition for their efforts incurred in the prosecution of the Class Actions, not to exceed \$10,000 total, and to be paid by the Mueller Defendants. The Chase Defendants shall not be liable for any Plaintiffs' Service Payments.
27. **Preliminary Approval Order** – The order of the Court preliminarily approving Settlement and Notice procedures, as set forth in Paragraph III and substantially in the form attached hereto as Exhibit B.
28. **Released Claims** – Any and all claims, demands, requests for payments, requests for benefits, requests for payment of unpaid wages, requests for statutory damages, requests for costs or expenses, requests for attorneys' fees, requests for restitution, requests for punitive damages, requests for equitable relief or requests of any kind or nature whatsoever that have been or could have been asserted by or on behalf of any Settlement Class Member against the Released Parties, or any of them, and which arise out of or are related to any of the facts, acts, claims, allegations, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters alleged or referred to or which could have been or may ever be alleged or referred to in the Class Actions, whether known or unknown, and whether such claim was or could have been asserted by any Settlement Class Member on his or her own behalf or on behalf of other persons, as further described in Paragraph VII.
29. **Released Parties** – The Mueller Defendants and Chase Defendants, including their respective parents, subsidiaries, agents, current and former employees, representatives, directors, officers, affiliates, heirs, executors, predecessors, successors, and assigns.

30. Relief-Eligible Settlement Class Member – A Settlement Class Member who is eligible to receive Class Relief because he/she has (1) submitted a Participation Form, and (2) (a) has not submitted a request to Opt-Out by the Participation Deadline, or (b) does not otherwise comply with the agreed-upon Opt-Out procedures approved by the Court, or who (c) revokes his or her request to Opt-Out by no later than the Opt-Out Deadline, shall be a Relief-Eligible Settlement Class Member and shall be bound by the terms of this Agreement and the Court’s Final Order and Judgment.
31. Settlement – The settlement referred to and embodied in this Agreement.
32. Settlement Class Member(s) – all individuals meeting the description of “Settlement Class” set forth in Paragraph I.A. herein. All Settlement Class Members are bound by the terms of this Agreement and the Court’s Final Order and Judgment.
33. Settlement Hearing – The hearing described in Pa. R. Civ. P. 1714(a).
34. Settlement Hearing Date – The date when the Settlement Hearing shall take place as scheduled by the Court. The Parties by and through their counsel agree that, to the extent that the Court enquires of them, said hearing shall not take place until after the expiration of twenty (20) calendar days after the Opt-Out Deadline.
35. Statutory Damages – Those damages described in the WPCL, 43 P.S. § 260.10, as Liquidated Damages, or as described in the UTPCPL, 73 P.S. § 201-9.2(a). As set forth in paragraph II.A, the Mueller Defendants shall pay and the Settlement Class Members shall accept \$100 per Relief-Eligible Settlement Class Member in full and final satisfaction of any claims by the Plaintiffs for liquidated damages pursuant to 43 P.S. § 260.10 and statutory damages pursuant to 73 P.S. § 201-9.2(a).

II. Class Relief

The Parties agree that Class Relief shall consist of the following consideration provided to the Relief-Eligible Settlement Class Members, subject to Court approval. The Parties also agree to the following terms of payment of Attorneys’ Fees and expenses, also subject to Court approval.

A. Mueller Defendants’ Payment

In full satisfaction of all Released Claims against the Released Parties, as well as consideration for the releases, bar orders and other provisions for the benefit of the Released Parties provided for in this Agreement, after all Participation Forms have been submitted by Settlement Class Members, and following confirmation of each Settlement Class Member’s status, the Mueller Defendants shall issue a check to each Relief-Eligible Settlement Class Member in the amount of 100% of that Relief-Eligible Settlement Class Member’s total Bank

Surcharges. The Mueller Defendants will also pay an additional \$100 to each Relief-Eligible Settlement Class Member, representing payment of any and all Statutory Damages.

B. Chase Defendants' Payment

In full satisfaction of all Released Claims against the Released Parties, as well as consideration for the releases, bar orders and other provisions for the benefit of the Released Parties provided for in this Agreement, the Chase Defendants hereby confirm that all Settlement Class Members have previously been mailed checks by the Chase Defendants as reimbursement for the Settlement Class Member's total Chase Fees ("Fee Reimbursement Checks"). After all Participation Forms have been submitted by Settlement Class Members, and following confirmation of each Settlement Class Member's status, if any Relief-Eligible Settlement Class Member indicates on his or her Participation Form that he or she did not negotiate or did not receive his or her Fee Reimbursement Check, requests a new Fee Reimbursement Check, and is determined by the Chase Defendants not to have negotiated his or her Fee Reimbursement Check mailed previously, the Chase Defendants shall issue and mail that Settlement Class Member a new Fee Reimbursement Check ("Replacement Fee Reimbursement Check") using the last known address of the particular Settlement Class Member, whether said address is provided by Class Counsel, the Mueller Defendants or their counsel, or the Claims Administrator. The Chase Defendants agree to bear the additional cost of issuing any Replacement Fee Reimbursement Checks pursuant to this Paragraph. The Chase Defendants agree to provide confirmation to Class Counsel, at the Chase Defendants' own expense, that they have complied with this Paragraph, in the form of a list of the Settlement Class Members to whom they have issued Replacement Fee Reimbursement Checks including the Settlement Class Members' names, addresses to which Replacement Fee Reimbursement Checks were sent, and the total amount of each Replacement Fee Reimbursement Check.

Although the Chase Defendants commenced repayment of the Chase Fees to the Settlement Class Members prior to the actual settlement in these matters, the Chase Defendants agree that the filing and prosecution of the Class Actions contributed to their determination to repay Chase Fees to the Settlement Class Members.

C. Attorneys' Fees and Costs

Class Counsel shall file a separate motion for approval of Attorneys' Fees no later than thirty (30) calendar days after Preliminary Approval. The Attorneys' Fees sum shall be paid in accordance with wiring instructions to be provided by Class Counsel on or before the Payment Date. Class Counsel agrees not to seek fees and costs in excess of the amounts detailed here.

1. Chase Defendants' Payment of Attorneys' Fees

The Chase Defendants agree not to oppose Class Counsel's application to the Court for an award of Attorneys' Fees up to \$50,000, inclusive of costs. The Chase Defendants do not consent to and reserve all rights to oppose any request for an award of Attorneys' Fees and costs that exceeds a total amount of \$50,000.

2. Mueller Defendants' Payment of Attorneys' Fees

The Mueller Defendants agree not to oppose Class Counsel's application to the Court for an award of Attorneys' Fees up to \$808,505, inclusive of already expended litigation costs. In addition, the Mueller Defendants agree not to oppose Class Counsel's application to the Court for an award of up to \$35,000 to be paid to the Claims Administrator for Future Administrative Costs.

D. Plaintiffs' Service Payment

Class Counsel may also petition the Court for a Plaintiffs' Service Payment, reflecting the Representative Plaintiffs' contributions in terms of time, effort, and risk incurred in connection with the Class Actions. Any such Service Payments are separate and apart from any Class Relief the Representative Plaintiffs shall receive pursuant to Paragraph II.A. and II.B. above. Neither the Mueller Defendants nor the Chase Defendants shall take any position with respect to the fairness or reasonableness of the Plaintiffs' Service Payment sought by the Representative Plaintiffs. The request for a Plaintiffs' Service Payment for the Representative Plaintiffs shall not exceed \$10,000 in total, all of which shall be paid by the Mueller Defendants. The Chase Defendants shall not be liable for any Service Payments.

E. No Payments Until Approval

Excepting Fee Reimbursement Payments already made by the Chase Defendants, no payments to any Relief-Eligible Settlement Class Member may be made until the Payment Date, defined herein.

III. Preliminary Approval Of Master Settlement Agreement

A. Motion For Preliminary Approval

As soon as practicable following the full execution of this Agreement, the Parties shall submit this Agreement, together with the exhibits attached hereto, to the Court, and jointly move the Court for the entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit B ("Proposed Preliminary Approval Order").

The Proposed Preliminary Approval Order shall:

1. Certify the Settlement Class defined herein for settlement purposes only;
2. Solely for the purposes of the implementation, approval and consummation of this Settlement, appoint counsel to represent all Settlement Class Members ("Settlement Class Counsel");
3. Solely for the purposes of the implementation, approval and consummation of this Settlement, appoint Representative Plaintiffs;
4. Grant preliminary approval of this Agreement;

5. Authorize Notice of this Agreement;
6. Approve the Notice and the Participation Form, directing that it shall be given as set forth in Paragraph IV herein; and
7. Schedule a Settlement Hearing, as set forth in Paragraph VI herein, to review comments concerning this Agreement, to consider its fairness, reasonableness and adequacy, and to determine whether to enter an Order approving the Settlement ("Final Order and Judgment") substantially in the form described in Paragraph VI. The Settlement Hearing shall be scheduled to give sufficient time for Notice to be disseminated and to allow for objections pursuant to the terms of this Agreement.

B. Effect Of Termination On Conditional Class Certification

Certification of the proposed Settlement Class and appointment of Representative Plaintiffs and Settlement Class Counsel by the Court shall be binding only with respect to the Settlement set forth in this Agreement. In the event that this Agreement is terminated in accordance with its terms, or that the Court does not enter the Final Order and Judgment, the certification of the proposed Settlement Class and the appointment of Settlement Class Counsel shall be vacated and the Class Actions shall proceed as though the proposed Settlement Class had never been certified. Except to effectuate this Agreement, the Parties and their respective counsel agree not to present as evidence or legal precedent, rely upon, make reference to or otherwise make use of this certification of the proposed Settlement Class in the Class Actions or any other legal proceeding.

IV. Notice, Opt-Out Rights And Claim Procedures

A. Notice

Following Preliminary Approval of this Settlement Agreement, the Parties shall provide Notice of the proposed Settlement as required by Pa. R. Civ. P. 1712, and by the Court.

The Parties propose that Notice be sent to all Settlement Class Members via First Class Mail and be posted on the internet at the websites of Class Counsel and separately on a web page created by and administered by the Claims Administrator and in any additional form as the Court shall direct; provided that the forms of Notice are substantially identical to the proposed Notice that is attached hereto at Exhibit A, and the Participation Form is substantially identical to the proposed form attached hereto at Exhibit C. The mailed Notice shall be sent to all Settlement Class Members on or before fourteen (14) calendar days following the issuance of the Court's Preliminary Approval Order.

The Mueller Defendants and Chase Defendants shall be responsible for providing the names and addresses of Settlement Class Members to the Claims Administrator. The cost of mailing Notice to Settlement Class Members shall be borne by the Mueller Defendants as part of their agreement to pay up to \$35,000 of the Future Administrative Costs, as detailed in Paragraph V herein. The Parties have agreed that individual mailed Notice to each of the Settlement Class

Members together with the internet Notice described herein above, is sufficient for the Settlement Class Members and meets the requirements of Pa. R. Civ. P. 1712.

B. Submission Of Participation Form

In order to receive any Class Relief from the Mueller Defendants and Chase Defendants as a part of this Agreement, Settlement Class Members must complete and submit to the Claims Administrator a Participation Form.

Each mailed Notice shall enclose a Participation Form. The mailed Notice shall also set forth a website address from which a Participation Form can be downloaded and a mailing address that can be used to request a Participation Form. The Notice and the Participation Form shall direct Settlement Class Members to return the completed Participation Form to the address indicated on the Participation Form on a date certain no later than thirty (30) calendar days after mailed Notice is sent.

C. Opt-Out Rights

Settlement Class Members will have the right to exclude themselves from the Settlement ("Opt-Out") by submitting a written request to Opt-Out to the Claims Administrator by no later than the Opt-Out Deadline (which is also the Participation Deadline) and by the method described in the Participation Deadline definition, *supra*. Settlement Class Members who timely request to Opt-Out shall be excluded from this Agreement, from Class Relief, and from participation as Settlement Class Members. Any Settlement Class Member who does not otherwise comply with the agreed-upon Opt-Out procedures approved by the Court shall still be a Settlement Class Member and bound by the terms of this Agreement and the Final Order and Judgment (but must fill out a Participation Form to be eligible to receive Class Relief, as described in Paragraph IV.D., herein). Within fourteen (14) calendar days after the Opt-Out Deadline (which is also the Participation Deadline), the Claims Administrator shall provide the Court and the Parties' counsel with a list of the Settlement Class Members who have elected to Opt-Out ("Opt-Out Plaintiffs").

Any Opt-Out Plaintiff who, following his or her initial election, wishes to participate as a Settlement Class Member, may revoke his or her Opt-Out election by delivering to the Claims Administrator prior to the Participation Deadline a written revocation of such individual's election to Opt-Out.

D. Bar Order

Any Settlement Class Member who has submitted a Participation Form, but who does not submit a request to Opt-Out by the Participation Deadline (or, "Opt-Out Deadline"), or who does not otherwise comply with the agreed-upon Opt-Out procedures approved by the Court, or who revokes his or her request to Opt-Out by no later than the Opt-Out Deadline, shall be a Relief-Eligible Settlement Class Member and shall be bound by the terms of this Agreement and the Court's Final Order and Judgment.

Any Settlement Class Member who does not submit a completed Participation Form by the Participation Deadline shall be a Settlement Class Member, shall be bound by the terms of

this Agreement and the Court's Final Order and Judgment, and shall have his or her Released Claims against Released Parties extinguished with prejudice, but shall not be eligible to receive any Class Relief.

E. Objection Deadline

Settlement Class Members also have the right to object to the Settlement. Objectors shall deliver to the Claims Administrator a written statement of any objections and whether they intend to appear at the Settlement Hearing by no later than the Objection Deadline (which is also the Participation Deadline), and by the method described in the Participation Deadline definition, *supra*. The Claims Administrator shall electronically file any such objections with the Court (with a copy to Class Counsel and Defense Counsel) no later than ten (10) calendar days after the Participation Deadline (*i.e.*, 54 calendar days after the Court grants the Motion for Preliminary Approval).

If the Court approves the Agreement and enters a Final Order and Judgment which is affirmed on appeal, if any, Settlement Class Members who previously objected to the Settlement and did not elect to Opt-Out shall be bound by the Agreement and the Final Order and Judgment.

V. Claims Administrator

The Claims Administrator shall be responsible for: (1) reviewing the Participation Forms returned by Settlement Class Members; (2) determining which Settlement Class Members have elected to Opt-Out; and (3) notifying the Court and the Defendants of any objections made to the Settlement by any Settlement Class Members.

After Notice is issued pursuant to paragraph IV.A, and before the Opt-Out Deadline, the Claims Administrator shall provide, on a weekly basis, to all undersigned Counsel via e-mail: (1) a list of all Opt-Out elections (by Settlement Class Member name) received up to that date; (2) copies of the Participation Forms indicating Settlement Class Members' elections to Opt-Out; and (3) copies of any written objections made to the Settlement by any Settlement Class Members.

Within fourteen (14) calendar days after the Opt-Out Deadline (*i.e.*, 58 calendar days after the Court grants the Motion for Preliminary Approval), the Claims Administrator shall provide to all Counsel via e-mail: (1) a complete list of all Opt-Out elections (by Settlement Class Member name); (2) copies of the Participation Forms indicating Settlement Class Member's election to Opt-Out; (3) a statement of the total number of mailed Notices mailed and the total number of Opt-Out elections received; (4) copies of any written objections made to the Settlement by any Settlement Class Members; and (5) a complete list of all Relief-Eligible Settlement Class Members.

The costs incurred by the Claims Administrator in administering this Settlement Agreement ("Future Administrative Costs") shall be paid by the Parties in the following manner: (1) The Mueller Defendants agree to pay up to \$35,000 of the Future Administrative Costs; and (2) Class Counsel agrees to pay any remaining Future Administrative Costs. The Chase Defendants shall separately bear the costs of issuing and mailing any Replacement Fee Reimbursement Checks (the "Chase Administrative Costs").

VI. Settlement Hearing

The Parties agree that, to the extent that the Court enquires of them, the Settlement Hearing Date shall take place no earlier than twenty (20) calendar days after the Opt-Out Deadline (*i.e.*, 64 calendar days after the Court grants the Motion for Preliminary Approval).

On a date certain set by the Court, before the Settlement Hearing Date, Settlement Class Counsel shall move the Court for the entry of a Final Order and Judgment.

The Final Order and Judgment shall include:

1. Affirmation of certification of the Settlement Class pursuant to Pa. R. Civ. P. 1708 for settlement purposes only;
2. Final approval of this Settlement in its entirety as fair, reasonable and adequate, and in the best interests of the Settlement Class as a whole;
3. A determination that all Settlement Class Members shall be bound by the Settlement and shall be deemed conclusively to have settled and released with prejudice the Released Parties and to have covenanted not to sue the Released Parties;
4. A bar order precluding each Settlement Class Member from asserting any and all Released Claims against any Released Parties that the Settlement Class Member had or has, in any court;
5. Dismissal of all Released Claims of the Settlement Class Members with prejudice as to the Released Parties; and
6. Reservation of the Court's continuing and exclusive jurisdiction over the Parties to administer, supervise, interpret and enforce this Agreement in accordance with its terms.

VII. Releases

A. Dismissal Of Claims And Release

Upon the entry of the Final Order and Judgment, all Released Claims against the Released Parties shall be dismissed with prejudice and the Plaintiffs shall be deemed to have unconditionally, fully, finally, and forever, remised, released, relinquished, compromised and discharged all Released Claims whether or not any particular Plaintiff seeks or receives payment under the terms of the Agreement.

B. Covenant Not To Sue

Settlement Class Members agree and covenant not to sue or to prosecute, institute or cooperate in the institution, commencement, filing, or prosecution of any lawsuit, appeal, arbitration or other proceeding relating to or based on any claim that concerns, arises out of or

relates to any of the facts, actions, claims, allegations, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters alleged or referred to, or which was or could have been alleged or referred to in the Class Actions, with respect to the Released Parties.

Settlement Class Members agree that this Settlement Agreement shall be construed to be, and is, a covenant by the Representative Plaintiffs and all other Settlement Class Members, for themselves, their minor children, heirs, executors, administrators, and assigns, not to sue, institute, or instigate any legal, equitable, or administrative investigation or proceedings against any Released Parties for any Released Claims. The Representative Plaintiffs and all Settlement Class Members agree and acknowledge that the covenants not to sue in this Settlement Agreement are made to inure to the benefit of, and are specifically enforceable by the Released Parties, and their respective parents, subsidiaries, agents, employees, representatives, directors, officers, affiliates, heirs, executors, predecessors, successors, and assigns. Upon the Effective Date, each Settlement Class Member who has not timely and properly excluded himself or herself by opting-out of the Settlement Class shall be deemed to have made the covenants.

Settlement Class Members intend to grant a full, general, and unconditional release of all Released Claims, whether or not they have knowledge of the existence of any such Released Claims, or of any fact which would give rise to, or support, any such Released Claims, and irrespective of whether the facts presently known to them are correct or complete. This release is intended to be, and remain in effect as, a full and complete general release, notwithstanding the discovery or existence of different or additional facts, of the Released Claims.

The Parties expressly waive all rights under any applicable statute or other provision limiting the release of claims by a person that are not known or suspected to exist in such person's favor at the time of executing the release and which if known or suspected would have materially affected such person's decision whether or not to enter into such release. The waiver of any or all statutory or common law rights is not an acknowledgement that any or all these state laws govern this Agreement.

VIII. Termination Provisions

A. Right To Terminate The Agreement

This Agreement may be terminated upon written notice within fourteen (14) calendar days of any one of the following events.

1. If, at the Preliminary Approval Hearing (should one be scheduled) or thereafter, the Court denies preliminary approval of the Settlement or refuses to preliminarily approve the Settlement without requiring substantial and material changes to the Notice and/or the Participation Form submitted to the Court pursuant to Paragraphs IV.A and B of this Agreement.
2. If the Court denies final approval of the Settlement or refuses to finally approve the Settlement without requiring substantial and material changes to the information provisions contained in the Final Order and Judgment

as set forth in Paragraph VI herein, in order to enter the Final Order and Judgment.

3. The Final Order and Judgment is substantially modified or reversed on any writ or appeal.

In the event of any termination pursuant to the Agreement, the Parties shall be restored to their original positions in the separate Siciliano Matter and King Matter.

B. Stay Of Proceedings

The Parties agree that, in Plaintiffs' filing of a motion for preliminary approval of the Settlement, Plaintiffs shall request a stay of discovery pending final approval of the Settlement, including without limitation depositions, interrogatories, document requests and requests for admission. Said Motion to Stay shall not be opposed by either the Mueller Defendants, the Chase Defendants, or their respective counsel. Provided there is no Court order specifying an earlier deadline, Class Counsel agrees not to move in either of the Class Actions to seek certification of any additional litigation classes until the Court either denies approval of the Settlement or enters the Final Order and Judgment.

IX. Miscellaneous Provisions

A. Not Evidence; No Admission of Liability

In no event shall this Agreement, in whole or in part, whether effective, terminated, or otherwise, or any of its provisions or any negotiations, statements or proceedings relating to it in any way be construed as, offered as, received as, used as or deemed to be evidence of the factual allegations and/or legal conclusions in the Class Actions, in any other action, or in any judicial, administrative, regulatory or other proceeding. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements or proceedings shall be construed as, offered as, received as, used as or deemed to be evidence, or an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of the Released Parties or any applicable defense, including without limitation any applicable statute of limitations. This Agreement does not constitute or reflect any admission of any liability by the Released Parties of the claims brought against them in the Class Actions. None of the Parties waives or intends to waive any applicable attorney-client privilege or work product protection for any negotiations, statements or proceedings relating to this Agreement.

B. Confidentiality

The Parties agree that any and all documents, material, correspondence and/or information received and/or produced or disclosed in furtherance of this Agreement, including all drafts of this Agreement, shall be considered confidential and shall not be disclosed to any third parties unless otherwise required by law. Ten (10) calendar days after the Effective Date, the documents produced by all Parties shall be certified by all Counsel as having been destroyed, whether said documents were produced on paper, electronically or in some other manner. All provisions of the Stipulation and Protective Order, entered by the Court on January 31, 2017, shall continue to be binding after the Effective Date or termination of this Agreement.

C. Entire Agreement

This Agreement, including its Exhibits, contains an entire, complete, and integrated statement of each and every term and provision agreed by and among the Parties; it is not subject to any condition not provided for herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between and among the Representative Plaintiffs, the Settlement Class Members, Class Counsel, Defense Counsel, Settlement Class Counsel, or the Parties regarding the subject matter of the Class Actions or this Agreement.

This Agreement may be amended or modified only by a written instrument signed by or on behalf of Class Counsel and Defense Counsel, and approved by the Court.

D. No Presumption Against Drafter

None of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representation other than those contained herein.

E. Force Majeure

The Defendants shall not be liable for delay or non-performance of their obligations under this Agreement arising from any act of God, governmental act, and act of terrorism, war, fire, flood, explosion or civil riot. The performance of the Defendants' obligations under this Agreement, to the extent affected by the delay, shall be suspended for the period during which the cause of the delay persists.

F. Continuing And Exclusive Jurisdiction

The Court will have original and exclusive jurisdiction over all provisions of this Agreement, including the administration, supervision, interpretation and enforcement of this Agreement in accordance with its terms and any award of attorneys' fees and costs.

G. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original. Scanned signatures shall be considered valid signatures as of the date submitted.

H. Divisions And Headings

The division of this Agreement into paragraphs and the use of captions and headings in connection herewith, are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

I. Plurals And Singulars Of Defined Terms

Where a term is defined in plural and used in singular in the text, it means one such. Where a term is defined in singular is used in plural in a text, it means more than one such.

J. Governing Law

This Agreement is to be interpreted according to the substantive law of the Commonwealth of Pennsylvania without regard to its choice of law or conflicts of laws principles.

K. Waiver

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

L. No Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement is intended, nor shall it in any way be construed, to create or convey any rights in or to any person other than the Plaintiffs and the Released Parties.

M. Successors And Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

N. Authority And Acknowledgement

Each Person signing this Agreement on behalf of a Party represents and warrants that he or she has all the requisite power and authority to enter into this Agreement and to implement the transactions contemplated herein, and is duly authorized to execute this Agreement on behalf of that Party. By their signature or counsel's signature affixed hereto, each Party acknowledges that he or she has read this Agreement, fully understands the agreements, representations, covenants, obligations, conditions, warranties, releases and terms contained herein, and has had the advice of counsel pertaining thereto, prior to the time of execution. Class Counsel acknowledges that they have authority to execute this Agreement and bind the Representative Plaintiffs and Settlement Class Members.

For Mueller Defendants

By: Matthew J. Hank
Matthew J. Hank, Esquire
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1601 Cherry Street
Suite 1400
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dated: _____

For Chase Defendants

By: _____
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dated: _____

By: _____
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dated: _____

For Mueller Defendants

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For Chase Defendants

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