

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this 21st day of March, 2024, by and among (1) Plaintiffs Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, JB Simms, and Kenneth Tillman, for themselves and on behalf of the certified Classes, and (2) Defendants Conduent State & Local Solution, Inc. (incorrectly named as “Conduent Business Services, LLC d/b/a Direct Express”), Comerica, Inc., and Comerica Bank, subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties hereby agree that, in consideration of the promises and covenants set forth in this Agreement, and upon payment of the monetary consideration described herein and entry by the Court of a Final Approval Order, all claims of the Classes that were or could have been brought against Defendants in the action titled *Carnley, et al. v. Conduent Business Services, LLC, et al.*, Case No. 5:19-cv-01075-XR (W.D. Tex.), shall be settled and compromised upon the terms and conditions contained herein. The Parties will request that the Court retain jurisdiction with regard to all matters relating to the enforcement of this Settlement.

I. Definitions

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

1. “Action” means the action styled *Carnley, et al. v. Conduent Business Services, LLC, et al.*, Case No. 5:19-cv-01075-XR (W.D. Tex.).
2. “Allocation Method” means the method by which the cash payments Class Members are eligible to receive under the Settlement are calculated. The Allocation Method is attached as Exhibit 1 to this Agreement.

3. “Banner Ad” means the indirect Notice of proposed class action Settlement that is being disseminated via a targeted social media campaign on Facebook, substantially in the form of Exhibits 2C.
4. “Claim Form” means the form that Former Customers must submit to receive a cash payment from the Settlement, including claims submitted in electronic format on the Settlement Website and those submitted to the Settlement Administrator in hard copy.
5. “Claims Deadline” means 90 days after the Notice Deadline.
6. “Class” means, collectively, all persons who fall within any of the three class definitions set forth in Paragraph 42 of this Agreement.
7. “Class Counsel” means:

E. Adam Webb
G. Franklin Lemond, Jr.
Webb, Klase & Lemond, LLC
1900 The Exchange SE, Suite 480
Atlanta, Georgia 30339

Allen Vaught
Vaught Firm, LLC
1910 Pacific Avenue, Suite 9150
Dallas, Texas 75201
8. “Class Member” means any person included in the Class and thereby any of the three class definitions set forth herein.
9. “Class Period” means the period from February 12, 2018 through September 28, 2022.
10. “Complaint” means the Amended Complaint dated January 23, 2020.
11. “Class Representatives” means Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, JB Simms, and Kenneth Tillman.
12. “Court” means the United States District Court for the Western District of Texas.

13. “Defendants” means, collectively, Conduent State & Local Solutions, Inc. (incorrectly named as Conduent Business Services, LLC), Comerica Bank, and Comerica, Inc.
14. “Distribution Date” means thirty-five (35) days after the later of the Effective Date and the Claims Deadline.
15. “Effective Date” means thirty-five (35) days after Final Approval by the Court of this Settlement if there is no appeal, or five (5) days after any appeals are finally resolved or otherwise terminated with the appeal affirming in all respects the terms of the Settlement and the resolution of this case as contemplated by this Agreement.
16. “Email Notice” means the Notice of proposed class action Settlement that is sent to Class Members via email, substantially in the form of Exhibits 2A.
17. “Escrow Account” means the account to be established consistent with the terms and conditions described in Section VIII hereof.
18. “Escrow Agent” means the financial institution selected by and acting under the direction of the Settlement Administrator. Class Counsel may substitute a different organization as Escrow Agent, subject to approval by the Court if the Court has previously approved the Settlement, preliminarily or finally. The Escrow Agent shall administer the Escrow Account.
19. “Final Approval” means the date that the Court enters an order and judgment granting final approval to the Settlement, which will contain each of the elements noted in paragraph 62, *infra*.
20. “Final Approval Hearing” means the time and date mutually convenient for the Court and the Parties at which the Court will consider whether to issue final approval to the Settlement.

21. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval, which will contain each of the elements noted in paragraph 62, *infra*.
22. “Long Form Notice” means the detailed Notice of proposed Class Action Settlement that is posted on the Settlement Website and will be made available to Class Members who request it, substantially in the form of Exhibit 3.
23. “Notice” means the notices of the proposed class action Settlement that the Plaintiffs will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, substantially in the form of Exhibits 2A – 2C and 3.
24. “Notice Deadline” means the date by which the Settlement Administrator is required to send out Notice, to be established as thirty (30) days after entry of the Preliminary Approval Order.
25. “Notice Program” means the notice plan and methods provided for in this Agreement. The Notice Program consists of: (a) an Email Notice to those Class Members for which an email address is reasonably available; (b) a Postcard Notice to those Class Members for which a mailing address is reasonably available; (c) the Long Form Notice posted on the Settlement Website; (d) indirect notice via a Banner Ad being disseminated via a targeted social media campaign; (e) such other Notice as Class Counsel and Defendants agree is required by due process and Rule 23 of the Federal Rules of Civil Procedure. The Notice Program shall be carried out in substantially the manner provided in this Agreement or as otherwise agreed by the Parties and approved by the Court.
26. “Objection Deadline” means 60 days after the Notice Deadline.
27. “Opt-Out Deadline” means 60 days after the Notice Deadline.
28. “Parties” means Plaintiffs and Defendants.

29. “Plaintiffs” means Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, JB Simms, and Kenneth Tillman.
30. “Postcard Notice” means the Notice of proposed class action Settlement that is sent to Class Members via U.S. mail, substantially in the form of Exhibit 2B.
31. “Preliminary Approval” means the date that the Court enters the Preliminary Approval Order.
32. “Preliminary Approval Order” means the order of the Court granting preliminary approval of the Settlement, which Plaintiffs will request that the Court enter substantially in the form of Exhibit 4.
33. “Released Claims” means all claims to be released as specified in Section X of this Agreement.
34. “Released Parties” means those entities and persons released by the releases contained in Section X of this Agreement.
35. “Releasing Parties” means the Class Representatives and all Class Members that do not timely and properly exclude themselves and each of their respective heirs, assigns, beneficiaries, and successors.
36. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.
37. “Settlement Administrator” means Kroll Settlement Administration, LLC. Class Counsel may substitute a different Settlement Administrator, subject to Court approval.
38. “Settlement Amount” means One Million Two Hundred Thousand Dollars (\$1,200,000.00). The Settlement Amount represents the amount that Defendants will pay or cause to be paid for claims made by Class Members and Service Awards to the Class

Representatives pursuant to this Agreement. The Settlement Amount is exclusive of any attorneys' fees and expenses awarded to Class Counsel. The Settlement Amount is also exclusive of the costs of Notice and administering the Settlement, up to Two Hundred Fifty Thousand Dollars (\$250,000.00), which shall be borne and paid separately from, and in addition to, the Settlement Amount.

39. "Settlement Fund" means the common fund established and maintained in escrow as provided in Section VIII of this Agreement.
40. "Settlement Website" means the website that the Settlement Administrator will establish before commencement of the Notice Program, as a means for Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Notices, the Preliminary Approval Order, the Claim Form, the Complaint, certain orders that have been entered in the Action, and such other documents as Class Counsel and Defendants agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least 60 days after the Effective Date. Unless otherwise agreed by the Parties, the URL of the Settlement Website will be www.directexpressclassaction.com. Class Members shall also be able to submit Claim Forms electronically through the Settlement Website.
41. "Service Award" means a payment, subject to the Court's approval, to each Class Representative in compensation for their involvement in this litigation and service on behalf of the Class.

II. The Class

42. The Class consists of the three classes which have already been certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure as follows:

The 13-day Deadline Class: All Direct Express customers who were not sent the results of an investigation within 13 business days of submitting a notice of error in accordance with 15 U.S.C. § 1693f(a)(3) and 12 C.F.R. § 1005.11.

The Provisional Credit Class: All Direct Express customers who were not given a provisional credit in the amount of the alleged error in accordance with 15 U.S.C. § 1693f(c) and 12 C.F.R. § 1005.11.

The Investigative Documents Class: All Direct Express customers who were not timely provided a copy of the investigative documents upon request in accordance with 15 U.S.C. § 1693f(d) and its implementing regulations.

Excluded from the Class are Defendants; parents or subsidiaries of Defendants; any entity in which Defendants have a controlling interest; Defendants' counsel of record as appeared in the Action; the Court and any employees of the Court; and the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded are any persons who exclude themselves from the Class in accordance with the provisions set forth in the Notice.

III. Settlement Approval

43. After execution of this Agreement by all Parties, Class Counsel will move the Court for the Preliminary Approval Order. The motion for preliminary approval will request that the Court enter the Preliminary Approval Order, which will: (1) approve the terms of the Settlement as within the range of fair, adequate, and reasonable terms; (2) reaffirm the certification of the Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(e); (3) approve the Notice Program set forth herein and approve the form and content of the Notice; (4) approve the procedures set forth in Section VI and in the Notice Program by which Class Members may exclude themselves from the Class or object to the Settlement; (5) reaffirm as Class Counsel the law firms and attorneys listed in this Settlement as Class Counsel and reaffirm Plaintiffs as the Class Representatives; (6)

approve the Claim Form; (7) set a briefing schedule for a Motion for Final Approval of the Settlement and Motion for Approval of Attorneys' Fees and Expenses; (8) schedule the Final Approval Hearing; and (9) stay proceedings in the Action, other than the evaluation of the Settlement as contemplated in the Agreement, and enjoin Class Members from pursuing any of the Released Claims in any forum of any kind other than in the Action.

44. The Settlement Administrator, shall cause to be served a notice of the proposed Settlement, in conformance with the Class Action Fairness Act, 28 U.S.C. § 1715(b). The Final Approval Order shall make a finding that 28 U.S.C. § 1715 was fully complied with.

IV. Discovery

45. Plaintiffs and Defendants have already engaged in substantial and meaningful formal and informal discovery. Defendants will continue to cooperate with Class Counsel and the Settlement Administrator by making available current and/or last-known email and address information for the Class Members.

V. Settlement Administrator

46. The Settlement Administrator shall administer various aspects of the Settlement, including but not limited to providing Notice and distributing the Settlement Fund as contemplated by this Agreement. The Settlement Administrator will also oversee the activities of the Escrow Agent as described in this Agreement.
47. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:
- a. Implementing the Notice Program required by this Agreement;
 - b. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Class;

- c. Establishing and maintaining the Settlement Website;
- d. Establishing and maintaining a toll-free telephone line for Class Members to call with Settlement-related inquiries, and answering the questions of Class Members that call with or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Member inquiries;
- f. Processing all written notifications of exclusion from the Class;
- g. Providing weekly reports and, no later than ten days after the Opt-Out Deadline, a final report to Class Counsel and Defendants that summarizes the number of written notifications of exclusion received the week prior to the report, the total number of written notifications of exclusion received to date, and other pertinent information as requested by Class Counsel and Defendants' counsel;
- h. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Class Member who timely and properly provided written notification of exclusion from the Class;
- i. Reviewing, determining the validity of, and responding to all Claim Forms submitted by Class Members, pursuant to criteria established by this Settlement Agreement;
- j. After the Effective Date, processing and transmitting distributions to Class Members; and
- k. Performing any function related to Settlement administration at the instruction of Class Counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with this Agreement.

48. Defendants shall pay the costs associated with notice to the Class and administration of the Settlement up to Two Hundred Fifty Thousand Dollars (\$250,000.00). The costs of notice and administration shall include any fees of and reasonable expenses incurred by the Settlement Administrator, fees of the Escrow Agent, and any other reasonable expenses relating to the establishment, maintenance, and distribution of the Settlement Fund.
49. To the extent that the costs associated with notice to the Class and administration of the Settlement exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), any funds remaining in the Settlement Fund ninety (90) days after the reissued checks are mailed shall be paid to the Settlement Administrator for payment of those costs. Remaining funds after the Settlement Administrator is paid in full will be distributed via *cy pres* to such recipient(s) as are agreed on by the Parties in accordance with Paragraph 75.
50. The Parties agree to cooperate in good faith and to coordinate with each other and the Settlement Administrator to carry out the terms of the Settlement.

VI. Notice to Class Members, Exclusions, and Objections & Claims Process

51. Following Preliminary Approval of the Settlement, the Settlement Administrator shall implement the Notice Program approved by the Court, using the Notice approved by the Court.
52. The Notice Program shall include the following components: (1) for Class Members for whom an email address is reasonably available in Defendant's records, Email Notice sent to their current or last known email address in such records, such Email Notice to be substantially in the form of Exhibit 2A; (2) for Class Members for whom a valid email address is not reasonably available in Defendants' records, or where Email Notice is sent but is deemed undeliverable by the Settlement Administrator, Postcard Notice sent to their

current or last known mailing address in such records or a more current mailing address, if that information can reasonably be obtained by the Settlement Administrator through the United States Postal Service National Change of Address (NCOA) database, such Postcard Notice to be substantially in the form of Exhibit 2B; (3) the Settlement Website; (4) the Long Form Notice, which will be substantially in the form of Exhibit 3; (5) indirect notice via a Banner Ad being disseminated via a targeted social media campaign; and (6) any other components ordered by the Court as necessary to satisfy the requirements of due process and Rule 23.

53. Within five (5) business days of Preliminary Approval, Defendants shall provide to the Settlement Administrator and Class Counsel a list of all Direct Express customers who had submitted claims of allegedly fraudulent transactions during the Class Period and whose claims were denied, as documented in Defendants' records, as well as the physical and email address on file for these customers. The Settlement Administrator shall use this information to direct Notice to the Class Members.¹ On or before the Notice Deadline, the Settlement Administrator will send Email Notice or Postcard Notice, as applicable, depending on the contact information available to the Settlement Administrator and implement the targeted social media campaign on Facebook via the Banner Ad. If Email Notice or Postcard Notice is returned as undeliverable at least seven days prior to the Opt-Out Deadline, the Settlement Administrator will use reasonable efforts to locate an updated

¹ In light of the Defendants' position regarding the difficulty of identifying Class Members, and without waiving Defendants' argument that there is no administratively feasible way of ascertaining or identifying Class Members, as defined above, the Parties have agreed to use this data to direct notice to Class Members. Defendants expressly reserve their position that Direct Express customers with claims as alleged in this case cannot be identified without an intense file-by-file review and overwhelming individual inquiry.

mailing address for the Class Member and re-mail the Email Notice or Postcard Notice to their address as updated.

54. The Email Notice and Postcard Notice will direct Class Members to the Long Form Notice, which will also be available on the Settlement Website. The Email Notice will have a hyperlink to the Long Form Notice contained on the Settlement Website.
55. The Email Notice and Postcard Notice will inform Class Members that they must validly submit a completed Claim Form to be entitled to any proceeds as a result of the Settlement and inform them of the Claims Deadline. The Email Notice and Postcard Notice will direct Class Members who wish to file a Claim Form to the Settlement Website, which will have a mechanism for Class Members to submit a Claim Form or, alternatively, to download a Claim Form and return it to the Settlement Administrator electronically or by mail. The Email Notice will have a hyperlink to the Settlement Website where the Claim Form can be submitted. Class Members will also be informed that they can get a copy of the Claim Form by calling the Settlement Administrator. In addition, Postcard Notice sent to Class Members for whom the Settlement Administrator cannot access a valid email address, will be doubled-sided and folded with the Postcard Notice on one page and the Claim Form, the return address, and pre-paid postage on the other, allowing the Class Member to complete and tear off the Claim Form and return it by mail, postage prepaid.
56. The Banner Ad will direct Class Members to the Settlement Website.
57. The Long Form Notice shall describe the procedure for individuals to request exclusion from the Class by notifying the Settlement Administrator, in writing, of the intent to be excluded. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must identify the individual

requesting exclusion; state that the individual has chosen to opt-out or exclude himself from the Class; and contain the name, address, position, and signature of any attorney or other individual who is acting on behalf of the individual. No individual that is a potential Class Member may submit a request for exclusion on behalf of any other potential Class Member.

58. The Long Form Notice also shall describe the procedure for Class Members to object to the Settlement or any aspect of it. Objections to the Settlement must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and Defendants' counsel. For an objection to be considered by the Court, the objection must be received by the Court on or before the Objection Deadline and must also set forth (subject to approval by the Court):
- a. the name of the Action;
 - b. the objector's full name, address, and telephone number;
 - c. an explanation of the basis upon which the objector claims to be a Class Member;
 - d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
 - e. the number of times in which the objector (in an individual or representative capacity) has objected to a class action settlement within the ten years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the ten years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. at least four dates that the objector will be available to be deposed before the Final Approval Hearing by Class Counsel and Defendants' counsel and the location where the objector will be available;
- l. if the objector is represented by an attorney who intends to seek fees and expenses from anyone other than the objectors he or she represents, the objection should also include (i) a description of the attorney's legal background and prior experience in connection with class action litigation; (ii) the amount of fees sought by the attorney

for representing the objector and the factual and legal justification for the fees being sought; (iii) a statement regarding whether the fees being sought are calculated on the basis of a lodestar, contingency, or other method; (iv) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (v) the attorney's hourly rate; and

m. the objector's signature (an attorney's signature is not sufficient).

59. Failure to comply with any of the requirements described in Paragraph 5 will (i) constitute waiver of the Class Member's ability to object to the Settlement; (ii) forever bar that Class Member from pursuing any of the claims or contentions asserted in any purported objection notice; and (iii) cause such Class Member to release any and all claims pursuant to the terms of the Settlement.
60. Plaintiffs and Defendants will work together in good faith to facilitate the Notice Program and to address any issues that arise.

VII. Final Approval

61. Plaintiffs' motion for entry of the Preliminary Approval Order shall include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. The Final Approval Hearing shall be scheduled no earlier than 90 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C § 1715.
62. At least thirty (30) calendar days prior to the Objection and Opt Out Deadline, the Plaintiffs shall file a motion for final approval of the Settlement and entry of the Final Approval Order, along with supporting documents. Defendants will not oppose such motion, so long as the motion is consistent with the terms of this Agreement, and subject to Defendants' opportunity to review and comment upon a draft of the motion before filing.

63. At or following the Final Approval Hearing, the Court shall determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses, and the Service Awards. The Final Approval Order shall, among other things:
- a. Indicate the Court has personal jurisdiction of the parties and Class Members and subject matter jurisdiction;
 - b. Determine that the Settlement is fair, adequate, and reasonable and provide a description of the bases for such findings;
 - c. Address and overrule any objections;
 - d. Identify the Classes and those excluded from the Classes, attaching a list of those individuals and entities that properly and timely excluded themselves;
 - e. Reaffirm certification of the the classes pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), the appointment of Plaintiffs as Class Representatives, and the appointment of Class Counsel;
 - f. Determine that the Notice Program satisfied Federal Rule of Civil Procedure 23 and due process requirements;
 - g. Dismiss the Action with prejudice;
 - h. Bar and permanently enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order;
 - i. Release Defendants and the Released Parties from the Released Claims;
 - j. Identify a *cy pres* recipient in the event sufficient funds remain following distributions per Paragraph 77; and
 - k. Reserve the Court's continuing and exclusive jurisdiction over Defendants and all Class Members (including any objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VIII. Settlement Fund

64. In consideration of the full release and discharge of the claims discussed in Section X, the Settlement Fund constitutes the cash consideration to be paid by Defendants pursuant to

this Settlement, inclusive of all payments to Class Members, any Service Awards to the Class Representatives. Any attorneys' fees and costs awarded to Class Counsel and the costs of notice and settlement administration, up to Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be paid by Defendants separate, apart, and in addition to the Settlement Fund. Other than as described in this paragraph, Defendants will have no obligation to pay any monetary consideration to the Class Members, Class Counsel, as incentive awards, or in connection with the costs of notice and settlement administration.

65. No more than thirty (30) days following Preliminary Approval, Defendants will deposit into the Settlement Fund created by the Escrow Agent the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to use towards the costs of notice and settlement administration. If the Settlement does not receive Final Approval, any balance of this funding shall revert to Defendant.
66. No more than thirty (30) days following the Court's entry of its Final Approval Order, Defendants will deposit into the Settlement Fund created by the Escrow Agent the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to cover all payments to Class Members any Service Awards to the Class Representatives.
67. The Escrow Agent shall cause the Settlement Fund to be maintained in escrow, in the Escrow Account, and invested, in whole or in part, in interest-bearing short-term instruments or accounts that are backed by the full faith and credit of the United States Government or that are fully insured by the United States Government or an agency thereof (the "Instruments"). The Escrow Agent may thereafter reinvest the interest proceeds and the principal as they mature in similar Instruments, bearing in mind the liquidity requirements of the Escrow Account to ensure that it contains sufficient cash available to

pay all invoices, taxes, fees, costs, expenses, and other required disbursements, in a timely manner. Notwithstanding the foregoing, that portion of the Settlement Fund that the Settlement Administrator reasonably estimates needs to be available on a liquid basis to pay on-going costs of settlement administration, as provided in this Agreement, may be placed in one or more insured accounts that may be non-interest-bearing. Except as otherwise specified herein, the Instruments at all times will remain in the Escrow Account and under the control of the Escrow Agent. All costs or fees incurred in connection with investment of the Settlement Fund in the Instruments shall be paid out of the investment proceeds or the Settlement Fund.

68. The Settlement Fund at all times shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon Defendants or their counsel, or Plaintiffs or Class Counsel, with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Plaintiffs and Class Counsel, and Defendants and their counsel shall have no liability or responsibility for any of the Taxes. The Settlement Fund shall indemnify and hold Plaintiffs and Class Counsel, and Defendants and their counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).
69. The Settlement Fund shall be used for the following purposes, to the extent such purposes are approved by the Court:

- a. Distribution of payments to the Class pursuant to Sections VIII and IX hereof;
- b. Payment of the Court-ordered Service Awards to the Class Representatives pursuant to Section XI hereof; and
- c. Payment of all Taxes, including, without limitation, taxes owed as a result of accrued interest on the Escrow Account.

IX. Distribution of the Settlement Benefits

70. All Class Members who timely submit a valid Claim Form will have the option to receive a cash payment via PayPal or Venmo, or alternatively a check mailed to their last known physical address. In the event Class Members who timely submit a valid Claim Form with valid email addresses do not inform the Settlement Administrator of their choice to receive a digital payment within seven (7) days of being sent an email notifying them the Settlement is ready for distribution and seeking their preference, a check will automatically be mailed to their last known physical address.
71. All cash payments to Class Members will be made from the Settlement Fund and calculated in accordance with the Allocation Method.
72. Cash payments from the Settlement Fund to Class Members will commence no later than the Distribution Date.
73. The Parties acknowledge that Defendants have no responsibility for, or liability whatsoever with respect to, the Allocation Method or any aspect associated with the distribution of the Settlement Fund, including the method of distributing payments via PayPal or Venmo. In addition to the releases set forth in paragraph 77, *infra*, the Class Members hereby fully, finally, and forever release, relinquish, and discharge Defendants, their counsel, and the Released Parties from any and all such liability and acknowledge that no dispute as to the

Allocation Method or any aspect associated with the distribution of the Settlement Fund, including the method of distributing payments via PayPal or Venmo, will have any impact on the validity or enforceability of the releases described in this Agreement.

74. As soon as practicable, and at least five (5) days before Defendants must fund the Settlement Fund as set forth in Paragraph 65, the Parties, with the Settlement Administrator's assistance, shall calculate the sum of: (a) total settlement payments due to Current Customers who timely submitted a valid claim; (b) total settlement payments due to Former Customers who timely submitted a valid claim; (c) the amounts awarded by the Court for Service Awards to the Class Representatives; (d) the total costs of notice and administration; and (e) any Taxes paid from the Settlement Fund.
75. In the event that funds remain in the Settlement Fund ninety (90) days after payment of all amounts due to uncashed settlement checks, such funds will be distributed, via reissued checks, to Class Members that failed to cash their checks if the Settlement Administrator can locate an updated address.
76. In the event funds remain in the Settlement Fund ninety (90) days after the reissued checks are mailed, such funds shall be distributed to Class Members that previously cashed their checks if there are sufficient remaining funds to warrant such a distribution, and shall otherwise be distributed via *cy pres* to such recipient(s) as are agreed on by the Parties, and as will be provided in the Final Approval Order. All administration costs associated with the reissuing of checks will be paid from the Settlement Fund.

X. Releases

77. As of the Effective Date, the Releasing Parties shall be deemed to have fully and irrevocably released and forever discharged Defendants and each of their present and

former parents, subsidiaries, predecessors, successors and assigns, affiliates, and the present and former directors, officers, employees, agents, shareholders, members, partners, trustees, attorneys, advisors, consultants, and representatives of each of them (collectively the “Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, (i) that were or could have been alleged or asserted in the Action or (ii) that result from, arise out of, or relate in any way to the contention that Defendants did not fairly respond to, address, or resolve a claim that any Direct Express transaction was unauthorized, fraudulent, or inappropriate in any way. Further, each of the Releasing Parties agrees to be bound by this Agreement, including by the releases contained herein, without regard to subsequent discovery of different or additional facts or subsequent changes in the law.

78. Defendants shall fully and irrevocably release and forever discharge Plaintiffs, the other members of the Class, and Class Counsel (“Plaintiff Released Parties”), from and for any potential liability for payment of Defendants’ attorneys’ fees and expenses incurred in defending the Action.
79. WITHOUT LIMITING THE FOREGOING, THE RELEASING PARTIES EXPRESSLY AND IRREVOCABLY WAIVE AND RELEASE ANY AND ALL DEFENSES, RIGHTS, AND BENEFITS THEY MAY HAVE IN RELATION TO THE RELEASES BY VIRTUE OF THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1542 OR SIMILAR LAW OR RULE OF ANY OTHER STATE OR JURISDICTION. CALIFORNIA CIVIL CODE § 1542 PROVIDES: “A GENERAL RELEASE DOES

NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

80. In the event that an order approving the Settlement is overturned on appeal, the releases contained in this Agreement will be null and void.

XI. Payment of Attorneys’ Fees, Costs, and Service Awards

81. Class Counsel will apply to the Court for an award of fees and expenses and Service Awards to the Class Representatives.
82. Defendants have agreed to pay, separate and apart, and in addition to the costs of notice and administration and the Settlement Amount, Class Counsel’s attorneys’ fees and expenses as awarded by the Court up to \$901,583.28.
83. At least thirty (30) calendar days prior to the Objection and Opt Out Deadline, Class Counsel and the Class Representatives shall file a motion for attorneys’ fees, costs, and Service Awards. Defendants agree not to oppose Class Counsel’s request for attorneys’ fees of up to the agreed upon amount of Eight Hundred Seventy-Two Thousand Four Hundred Twenty-Five Dollars and Fifty Cents (\$872,425.50), and agree not to oppose Class Counsel’s request for reimbursement of reasonable costs and expenses of up to the agreed upon amount of Twenty Nine Thousand One Hundred Fifty-Seven Dollars and Seventh-Eight Cents (\$29,157.78). Any award of attorneys’ fees, costs, and expenses to Class Counsel shall be paid by Defendants separate, apart, and in addition to the Settlement Fund of One Million Two Hundred Thousand Dollars (\$1,200,000.00) and the costs of notice and administration up to Two Hundred Fifty Thousand Dollars (\$250,000.00).

84. Plaintiffs' attorneys' fees and litigation expenses, as awarded by the Court, shall be paid directly by Defendants no later than two (2) business days after the Effective Date. Any court order that denies or reduces the award of attorneys' fees or litigation expenses on appeal or otherwise shall not provide a basis to terminate the Settlement.
85. Class Counsel will ask the Court to approve a Service Award of Two Thousand Dollars (\$2,000.00) for each Class Representative. The Service Awards, if approved, shall be payable solely out of the Settlement Fund no later than two (2) business days after the Effective Date. The Service Awards shall be paid to the Class Representatives in addition to the benefits they are entitled to receive under this Agreement as Class Members. Defendants agree not to oppose any request for the Service Awards. Any court order that denies Service Awards or reduces Service Awards on appeal or otherwise shall not provide a basis to terminate the Settlement.
86. The Parties negotiated and reached agreement regarding attorneys' fees and costs and the Service Awards only after reaching agreement on all other material terms of this Settlement.

XII. Termination of Settlement and Other Events

87. Either Plaintiffs or Defendants may terminate this Settlement by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed by the Parties) after any of the following occurrences:
- a. Plaintiffs and Defendants mutually agree to termination;
 - b. the Court rejects, modifies, amends, or changes a material part of the Settlement, namely the composition of the Class, the Settlement Amount, the Settlement Fund

(including the timing of its funding), the Allocation Method, the scope or nature of the Released Claims, Released Parties, or Releasing Parties, the termination rights, or any other aspect of the Settlement that either party reasonably deems to be material, or declines to preliminarily or finally approve the Settlement, or fails to enter either the Preliminary Approval Order or the Final Approval Order;

- c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand, as described above;
- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Defendants or Class Counsel seeking to terminate the Settlement reasonably considers material, as described above;
- e. the Effective Date does not occur;
- f. Defendants fail to fulfill their payment obligations under this Agreement as specified in Section VIII; or
- g. any other ground for termination provided for elsewhere in this Agreement.

However, in any event, the Parties may voluntarily agree in writing to modify this Settlement Agreement in the manner necessary to obtain Court approval, in which case this Settlement will not terminate.

88. Defendants also may terminate the Settlement if opt-out requests are submitted by five (5) percent or more of the entities or individuals that, absent a request for exclusion, would be Class Members. Defendants must exercise this right, if at all, within fourteen (14) days of

receiving from the Settlement Administrator the identity of all individuals or entities who have submitted valid requests for exclusion.

XIII. Effect of a Termination

89. In the event of a termination as provided above, this Agreement shall be considered null and void; all of the Parties' obligations under the Settlement shall cease to be of any force and effect; the amount in the Settlement Fund shall be returned to Defendants (except to the extent costs of notice and claims administration have been incurred or expended and taxes have been paid or are due on interest earned); the Releases will be null and void; and the Parties shall return to their respective positions immediately prior to the date the Parties executed a Memorandum of Understanding. In addition, in the event of such a termination, the Parties will work cooperatively to set a new schedule for the continued litigation of the Action, with trial to occur at the earliest available court date.
90. In the event of a termination as provided above, and after payment of any costs of notice and administration that have been incurred and are due to be paid from the Escrow Account, the Escrow Agent shall return the balance of the Settlement Fund to Defendant.
91. The Settlement shall become effective on the Effective Date unless terminated in accordance with the provisions of Section XII.
92. In the event the Settlement is terminated in accordance with the provisions of Section XII, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

93. Defendants dispute the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind and, except for purposes of this Settlement, dispute that this case is properly maintained as a class action. Defendants have agreed to enter into this Agreement and pay up to the Settlement Amount to avoid the further expense, risk, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
94. Class Counsel and Plaintiffs believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, have conducted meaningful formal and informal discovery, and have conducted independent investigation of the allegations in the Complaint. Class Counsel and Plaintiffs have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Class Members.
95. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with the Settlement or this Agreement shall be deemed or construed to be an admission of the truth or falsity of any allegations, claims, or defenses heretofore made, or an acknowledgment or admission by any party of any fact, fault, liability, or wrongdoing of any kind whatsoever.

96. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal; or (c) construed as an admission by Plaintiffs regarding the validity of any allegation or claim asserted in this action or that Plaintiffs have waived any allegation or claim asserted in the Action.
97. In addition to any other defenses Defendants may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded, if applicable, as a full and complete defense to, and may be used as the basis for an injunction, if applicable, against any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.
98. The Parties shall in good faith endeavor to communicate the terms of the Settlement in a manner that is respectful of the fact that no final adjudication of fault was determined by a court or jury. Both Parties and their counsel agree that they will not issue a press release regarding this Settlement, but are free to respond to any press inquiries, if any, or otherwise disclose the existence and terms of the Settlement on their firm websites or in submissions to courts or other adjudicative bodies regarding later attempts to be designated as class counsel. In the event of any disclosure by either Party or their counsel or affiliates, as contemplated by this paragraph, comment regarding this Settlement shall be consistent with the terms of the Settlement Agreement, including that the Settlement does not

constitute an admission of liability or responsibility, will not embellish the terms of the Settlement, and will otherwise not criticize or disparage the opposing Party or their counsel.

XV. Miscellaneous Provisions

99. Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
100. 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 Parties.
101. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect so long as this Settlement has not been terminated in accordance with its terms, regardless of events that may occur, or court decisions that may be issued in this case or in any other case in any court.
102. Exhibits. Each and every exhibit to this Agreement is an integral and material part of this Agreement and is incorporated herein by this reference as though fully set forth herein.
103. Communications. Nothing in this Agreement shall limit the ability of Class Counsel to communicate orally or in writing with Class Members regarding the provisions of this Settlement. Nothing in this Agreement shall limit the ability of Defendants to communicate with Current Customers, except that any questions from Current Customers regarding the Settlement shall be referred to Class Counsel, the Settlement Administrator, or the Settlement Website.

104. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
105. Integration. This Agreement (along with the exhibits thereto, which are incorporated herein) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
106. 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.
107. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Texas, without regard to the principles thereof regarding choice of law, except to the extent federal law controls the issue in dispute.
108. Payment Guarantee. Defendants acknowledge their obligations under this Agreement, including their obligations to fund up to the Settlement Amount as provided for in this Agreement. Specifically, Defendants have taken steps to ensure that they have access to funds sufficient to allow them to meet the payment obligations contemplated by this Agreement.
109. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original

signatures are not required. Any signature submitted by facsimile or through emailed scan shall be deemed an original.

110. 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 the Settlement or this Agreement or related in any way thereto that cannot be resolved by negotiation and agreement. The Court shall specifically retain jurisdiction over all questions and/or disputes related to the Notice Program, the distribution of the Settlement Fund 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.

111. Notices. All notices to Plaintiffs and Class Counsel provided for herein shall be sent by email, with a hard copy sent by overnight mail, to:

E. Adam Webb, Esq.
G. Franklin Lemond, Jr., Esq.
WEBB, KLASE & LEMOND, LLC
1900 The Exchange SE, Suite 480
Atlanta, Georgia 30339
Adam@WebbLLC.com
Franklin@WebbLLC.com

All notices to Defendants provided for herein shall be sent by email, with a hard copy sent by overnight mail, to:

Jonathan R. Chally, Esq.
COUNCILL, GUNNEMANN & CHALLY, LLC
75 14th Street, NE, Suite 2475
Atlanta, GA 30309
jchally@cgc-law.com

The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any of the Parties, the Parties agree to promptly provide each other

with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

112. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Defendants and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.
113. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
114. Authority. Class Counsel (for Plaintiffs), and counsel for Defendants (for Defendants), represent and warrant that the persons signing this Agreement on behalf of their clients have full power and authority (including, if necessary, Board of Directors approval) to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.
115. Agreement Mutually Prepared. Neither Defendants nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions 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 of this Agreement.
116. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that: (a) they have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) even if they may hereafter discover facts

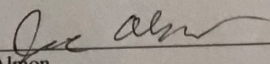
in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement 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 law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

117. 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 X above, 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.
118. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of Notices of the Settlement after final judgment is entered.
119. Attorneys' Fees. Defendants shall bear their own attorneys' fees and expenses incurred in defending the Action.

Settlement has been approved preliminarily by the Court, approved by the Court.

- 113. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
- 114. Authority. Class Counsel (for Plaintiffs), and counsel for Defendants (for Defendants), represent and warrant that the persons signing this Agreement on behalf of their clients have full power and authority (including, if necessary, Board of Directors approval) to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.
- 115. Agreement Mutually Prepared. Neither Defendants nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions 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 of this Agreement.
- 116. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that: (a) they have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) even if they 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 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 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 law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.
- 117. 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 X above, 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.
- 118. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of Notices of the Settlement after final judgment is entered.
- 119. Attorneys' Fees. Defendants shall bear their own attorneys' fees and expenses incurred in defending the Action.

FOR PLAINTIFFS:

Dated: _____ 
 Joe Almon
 Plaintiff

Dated: _____
 Jon Carnley
 Plaintiff

Dated: _____
 Cynthia Clark
 Plaintiff

Dated: _____
 Jackie Densmore
 Plaintiff

Dated: _____
 Jennifer Kreegar
 Plaintiff


Dated: _____
 Harold McPhail, Jr.

FOR PLAINTIFFS:

Dated: _____

Joe Almon
Plaintiff

Dated: _____



[Jon Carnley \(Feb 19, 2024 17:37 CST\)](#)
Jon Carnley
Plaintiff

Dated: _____

Cynthia Clark
Plaintiff

Dated: _____

Jackie Densmore
Plaintiff

Dated: _____

Jennifer Kreegar
Plaintiff

Dated: _____

Harold McPhail, Jr.
Plaintiff

Dated: _____

JB Simms
Plaintiff

Dated: _____

Kenneth Tillman
Plaintiff

and fully understands the effect of this Agreement and the releases.

118. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of Notices of the Settlement after final judgment is entered.

119. Attorneys' Fees. Defendants shall bear their own attorneys' fees and expenses incurred in defending the Action.

FOR PLAINTIFFS:

Dated: _____
Joe Almon
Plaintiff

Dated: _____
Jon Carnley
Plaintiff

Dated: _____

Cynthia Clark
Plaintiff

Dated: _____
Jackie Densmore
Plaintiff

Dated: _____
Jennifer Kreegar
Plaintiff

Dated: _____
Harold McPhail, Jr.
Plaintiff

Dated: _____
JB Simms
Plaintiff

Dated: _____
Kenneth Tillman
Plaintiff

FOR DEFENDANTS:

EXHIBIT 168

Dated: _____

Joe Almon
Plaintiff

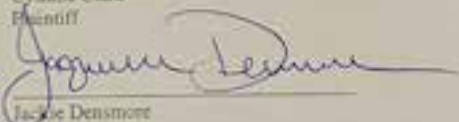
Dated: _____

Joe Carley
Plaintiff

Dated: _____

Cynthia Clark
Plaintiff

Dated: _____


Jackie Densmore
Plaintiff

Dated: _____

Jennifer Koenig
Plaintiff

Dated: _____

Harold McPhail, Jr.
Plaintiff

Dated: _____

SB Daniels
Plaintiff

Dated: _____

Kenneth Tilton
Plaintiff

FOR PLAINTIFFS:

Dated: _____

Joe Almon
Plaintiff

Dated: _____

Jon Carnley
Plaintiff

Dated: _____

Cynthia Clark
Plaintiff

Dated: _____

Jackie Densmore
Plaintiff

Dated: 02/22/2024

Jennifer Kreegar
Jennifer Kreegar (Feb 22, 2024 17:36 EST)

Jennifer Kreegar
Plaintiff

Dated: _____

Harold McPhail, Jr.
Plaintiff

Dated: _____

Kenneth Tillman
Plaintiff

FOR PLAINTIFFS:

Dated: _____

Joe Almon
Plaintiff

Dated: _____

Jon Carnley
Plaintiff

Dated: _____

Cynthia Clark
Plaintiff

Dated: _____

Jackie Densmore
Plaintiff

Dated: _____

Jennifer Kreegar
Plaintiff

Dated: _____

Harold McPhail, Jr.
Plaintiff

Dated: Feb 29, 2024

J.B. Simms
J.B. Simms (Feb 29, 2024 08:16 CST)

J.B. Simms
Plaintiff

Dated: _____

Kenneth Tillman
Plaintiff

FOR PLAINTIFFS:

Dated: _____

Joe Almon
Plaintiff

Dated: _____

Jon Carnley
Plaintiff

Dated: _____

Cynthia Clark
Plaintiff

Dated: _____

Jackie Densmore
Plaintiff

Dated: _____

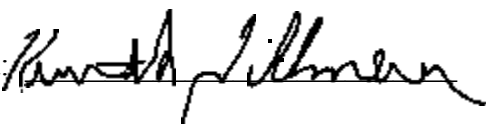
Jennifer Kreegar
Plaintiff

Dated: _____

Harold McPhail, Jr.
Plaintiff

Dated: _____

JB Simms
Plaintiff

Dated: 

Kenneth Tillman
Plaintiff

FOR DEFENDANTS:

Dated: March 21, 2024



Conduent Business Services, LLC
Defendant

Dated: March 21, 2024



Comerica Bank
Defendant

Dated: March 21, 2024



Comerica, Inc.
Defendant


APPROVED AS TO FORM:

Dated: March 21, 2024

G. Franklin Lemon, Jr.

Class Counsel / Counsel for Plaintiffs

Dated: March 21, 2024



Counsel for Defendants

Exhibit 1

ALLOCATION METHOD

This is the Allocation Method specified in Section XI of the Settlement Agreement in the matter of *Almon v. Conduent Business Services, LLC*, Civil Action No. 5:19-cv-01075-XR (W.D. Tex.).

I. Definitions

In addition to the terms defined in the Agreement, which are incorporated herein, the following additional Defined Term applies throughout this Allocation Method:

1. “Net Settlement Amount” means the Settlement Amount, minus the total of (a) the amounts awarded by the Court for Service Awards to the Class Representatives; and (b) any Taxes paid from the Settlement Fund.

II. Plan of Distribution

2. Using the data Defendants provide to the Settlement Administrator in the Action, for each Class Member who files a valid Claim, Class Counsel and the Settlement Administrator, in conjunction with Plaintiffs’ data expert Arthur Olsen, if necessary, will confirm the number of fraud claims that were denied by Defendants for each claimant.
3. Using the total number of fraud claims that were denied for all Class Members who file a valid claim, Class Counsel and the Settlement Administrator, in conjunction with Plaintiffs’ data expert, if necessary, will what the *pro rata* share of the Net Settlement Amount is per denied claim and then determine each claimant’s *pro rata* share of the Net Settlement Amount.
4. The cash payment that each Class Member who files a valid Claim is eligible to receive under the Settlement will be paid out in accordance with Paragraph **70** of the Agreement.

Exhibit 2

TO: XXXXXX@XXXXXXXXXX
FROM: XXXXXX@XXXXXXXXXX
SUBJECT: DIRECT EXPRESS SETTLEMENT

Legal Notice of Class Action Settlement

Your Claim Number: [REDACTED]

PIN: [REDACTED]

If You Submitted a Claim Alleging Fraudulent Transactions on Your Direct Express Card That Was Denied, You May Be Eligible for a Payment from a Class Action Settlement.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

A \$1,200,000 Settlement has been reached in a class action lawsuit alleging that Conduent State & Local Solutions, Inc.'s ("Conduent") and Comerica Bank's ("Comerica") improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E ("12 C.F.R. § 1005.11"), called *Almon v. Conduent Business Services, LLC*, Civil Action No. 5:19-cv-01075-XR (W.D. Tex.). Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law.

Who's Included? Records show that you may be a member of the Class. The Class includes anyone who submitted claim(s) of allegedly fraudulent transaction(s) and whose claim(s) were denied during the Class Period of February 12, 2018 through September 28, 2022.

What are the Settlement terms? Conduent and Comerica have agreed to provide \$1,200,000 ("Settlement Amount") to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys' fees, costs, and expenses.

How do I get my Settlement payout? You must submit a Claim to be eligible for a payment. Class Members who submit a valid claim will receive a payment by check, or electronic payment, for their pro rata portion of the Settlement Amount. For additional information about the Settlement, how the payments will be calculated, and to file your claim, please visit www.DirectExpressClassAction.com.

Your other options. If you do not want to be bound by the Settlement, you may exclude yourself by [DATE]. If you do not exclude yourself, you will release your claims against

Conduent and Comerica and be bound in all respects to the terms of the Settlement. Alternatively, you may object to the Settlement by [DATE]. The Long Form Notice available at the Settlement website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on [DATE] to consider whether to approve the Settlement and to consider a request by counsel for the Settlement Class for attorneys' fees and costs and service awards of up to \$2,000 for the named Plaintiffs. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? If you have questions, please visit the Settlement website at www.DirectExpressClassAction.com. You may also call 1-833-425-9800.

[Front]

POSTCARD NOTICE

Carnley v. Conduent Business Services, LLC
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

POSTAGE

Important Notice About
Class Action Settlement

[Settlement Class Member Address Block]

You are receiving this Notice because you may be entitled to benefits from a proposed class action settlement. This Notice explains what the class action is about, what the settlement will be, and how your rights may be affected. More information about the settlement and the settlement agreement are available at www.DirectExpressClassAction.com.

Your Claim Number: [] [] []
PIN: [] []

*A federal court authorized this Notice.
This is not a solicitation from a lawyer.*

What is the Settlement about? A \$1,200,000 Settlement has been reached in a class action lawsuit alleging that Conduent State & Local Solutions, Inc.'s ("Conduent") and Comerica Bank's ("Comerica") improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E ("12 C.F.R. § 1005.11"), called *Almon v. Conduent Business Services, LLC*, Civil Action No. 5:19-cv-01075-XR (W.D. Tex.). Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law.

Why am I being contacted? Records show that you may be a member of the Class. The Class includes anyone who submitted claim(s) of allegedly fraudulent transaction(s) and whose claim(s) were denied during the Class Period of February 12, 2018 through September 28, 2022.

What are the Settlement terms? Conduent and Comerica have agreed to provide \$1,200,000 ("Settlement Amount") to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys' fees, costs, and expenses.

How do I get my Settlement payout? You must submit a Claim to be eligible for a payment. Class Members who submit a valid claim will receive a payment by check, or electronic payment, for their pro rata portion of the Settlement Amount. For additional information about the Settlement, how the payments will be calculated, and to file your claim, please visit www.DirectExpressClassAction.com.

Your other options. If you do not want to be bound by the Settlement, you may exclude yourself by [DATE]. If you do not exclude yourself, you will release your claims against Conduent and Comerica and be bound in all respects to the terms of the Settlement. Alternatively, you may object to the Settlement by [DATE]. The Long Form Notice available at the Settlement website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on [DATE] to consider whether to approve the Settlement and to consider a request by counsel for the Settlement Class for attorneys' fees and costs and service awards of up to \$2,000 for the named Plaintiffs. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? Visit www.DirectExpressClassAction.com
You may also call 1-833-425-9800.


Please do not contact Conduent, Comerica, or the Court for information.



Comerica

2/22/2024

ONLINE

| DIGITAL | DETAILS |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Kroll will utilize the extensive scope of social media using Newsfeed ads on Facebook. The Newsfeed is where users gather information about friends, family, news, and brands.</p> <p>Ads will be targeted to people on Facebook who have liked, followed or interacted with relevant pages, accounts, videos or posts/tags:</p> <p>Ads will also be targeted to people on Facebook who have liked, followed or interacted with relevant pages, accounts, videos or posts/tags:</p> <p>Groups Including:</p> <ul style="list-style-type: none"> ~Direct Express Card Facebook Page: 2.8K members ~Direct Express Card Information Facebook Page: 266 members ~SSI and SSDI Support Group Facebook Page: 2K members ~Social Security Benefits Facebook Page: 2.2K members ~Veteran's Benefits Facebook Page: 1.1K members ~SSI, SSD, VA, Benefit Updates Facebook Page: 754 members <p>Pages Including:</p> <ul style="list-style-type: none"> ~Direct Express Facebook Page: 814 followers ~Direct Express Customer Service Facebook Page: 845 followers ~Atticus Facebook Page: 5.9K followers ~Veterans Benefits Administration Facebook Page: 845 followers |

PROGRAM TOTAL: \$15,850



Facebook
Feeds



Legal Notice

Sponsored

Did you file a claim about an unauthorized transfer on your Direct Express® debit card between February 12, 2018 and September 28, 2022, which was denied, and you were not sent the investigation results, or you were not given a temporary credit for the issue? You could be eligible for money or other benefits from a settlement.



DIRECT EXPRESS EFTA SETTLEMENT

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Direct Express® EFTA Settlement...

Court Authorized Notice



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Exhibit 3

LONG FORM NOTICEUNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS

A federal court authorized this notice. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit pending in the United States District Court for the Western District of Texas titled *Almon, et al. v. Conduent Business Services, LLC, et al.*, Case No. 5:19-cv-01075-XR (W.D. Tex.) (the “Action”). In the Action, eight people who have or had a Direct Express Card issued by Comerica Bank allege that Defendants Conduent State & Local Solutions, Inc. (incorrectly named as Conduent Business Services, LLC), Comerica Bank, and Comerica, Inc. improperly handled fraud claims made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”). Defendants dispute those contentions, deny that they engaged in any wrongdoing, and contend that they complied in all respects with the contractual and other obligations imposed on them. The Court has not decided which side is right. The Court has tentatively approved the proposed settlement agreement (available at www.DirectExpressClassAction.com) to which the parties have agreed (the “Settlement”).

Current and former holders of a Direct Express card who submitted a claim of allegedly fraudulent transaction(s) or other error(s) between February 12, 2018 and September 28, 2022 that was denied may be eligible to receive some form of payment.

Read this notice carefully. This notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBMIT A CLAIM | If you believe you are a member of the Settlement Class, you can submit a Claim Form for review. The Claim Form, which is available on the Settlement website, must include the information specified in Question 8 (below). If the Court approves the Settlement and it becomes final and effective, your Claim will be reviewed and, if approved, you will receive payment. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT | Receive no benefits from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against Defendants about claims related to their handling of your fraud claim on your Direct Express card during the Class Period. |
| OBJECT | Write to the Court if you wish to object to the Settlement. |
| DO NOTHING | You will not receive a payment. If you are a Settlement Class Member, you will give up your right to participate in further litigation against Defendants about claims related to their handling of your fraud claim on your Direct Express card during the Class Period. You will be bound by the Settlement in all respects. |

These rights and options – **and the deadlines to exercise them** – are explained in this notice.

The Court still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class who submit approved Claims and who do not exclude themselves from the Settlement.

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BASIC INFORMATION

1. Why is there a notice?

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Xavier Rodriguez, of the United States District Court for the Western District of Texas, is overseeing this case, *Almon, et al. v. Conduent Business Services, LLC, et al.*, Case No. 5:19-cv-01075-XR (W.D. Tex.). The persons who sued – Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, Harold McPhail, JB Simms, and Kenneth Tillman – are the Plaintiffs. Conduent State & Local Solutions, Inc. (incorrectly named as Conduent Business Services, LLC) (“Conduent”), Comerica Bank, and Comerica, Inc. (collectively “Comerica”), are the Defendants.

2. What is this litigation about?

The lawsuit claims that Conduent and Comerica improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”). You can review the operative complaint in this lawsuit on the website, www.DirectExpressClassAction.com. Conduent and Comerica deny that they engaged in any wrongdoing. Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law. The Court has not decided which side is right.

3. Why is this a class action?

In a class action, one or more Plaintiffs sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims are members of a Class.

4. Why is there a Settlement?

The Court has not decided in favor of either Plaintiffs or Conduent and Comerica (together, the “Parties”). Instead, the Parties have agreed to a Settlement. In doing so, the Parties avoid the costs and uncertainty of litigation and a trial, and Settlement Class Members (except those who exclude themselves) are eligible to receive the benefits described in this notice. The proposed Settlement does not necessarily mean that any law was broken or that Conduent or Comerica did anything wrong. Defendants deny all claims in this case. The Class Representative and their lawyers believe the proposed Settlement is in the best interests of Settlement Class Members.

5. Who is included in the Settlement?

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then the Parties believe you may be in the Settlement Class.

You are a member of the Settlement Class if you are a current or former holder of a Direct Express Debit Card account that, between February 12, 2018 and September 28, 2022 (“Class

Period”), submitted one or more claims of allegedly fraudulent transactions that were denied by Defendants.

Even if you did not receive a postcard or email with notice of the Settlement, you may still be a member of the Settlement Class described above. If you did not receive a postcard or email addressed to you but you believe you are in the Settlement Class defined above, you may contact the Settlement Administrator.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at DirectExpressClassAction.com or call the toll-free number, 1-833-425-9800. You may also send questions to the Settlement Administrator at *Carnley v. Conduent Business Services, LLC*, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391. Please do not contact the Defendants. They cannot assist you in determining whether you are in the Settlement Class.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Court approves the Settlement and it becomes final, Conduent and Comerica will provide one million two hundred thousand dollars (\$1,200,000.00) (“Settlement Amount”) to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys’ fees, costs, and expenses.

8. How do I receive payment under the Settlement?

You must submit a Claim to obtain payment. Class Members who submit a valid claim will receive a payment either by check to the address provided on the Claim Form, or electronic payment, for their pro rata portion of the Settlement Amount. For owners of jointly-held accounts, only one Claim will be approved with respect to each account, and the Claim will bind all joint account holders. Once the Court approves the Settlement, your Claim will be reviewed and, if approved, you will receive a payment. The Claim Form is available at www.DirectExpressClassAction.com. Claim Forms must be postmarked or uploaded to the Settlement website no later than [DATE].

9. How will my claim be decided?

The Settlement Administrator will review your Claim after you submit it. If your Claim is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your Claim. If you do not correct the problems, your Claim will be denied. More details on how Claims will be decided are available at www.DirectExpressClassAction.com.

Submission of a Claim Form does not guarantee a payment under the Settlement, any Claim is subject to confirmation by the Settlement Administrator, and the amount distributed to each Settlement Class Member who does not opt out is governed by the Settlement Agreement, which is available on the Settlement website.

If you are a Settlement Class Member and your Claim is rejected, you will not receive any

payment and you will release your claims against Defendants. If your Claim is rejected because it is determined that you are not a Settlement Class Member, you will not receive any payment and any claims you may have against Defendants will not be released.

10. When will I receive my payment?

If the Court approves the Settlement and it becomes final, and you do not exclude yourself from the Settlement (*see* Questions 12 to 14), then a payment will be made to each Settlement Class Member who submitted an approved Claim via the selected method (check mailed to the address provided on the Claim Form, or form of electronic payment).

Payments will be sent only after the Court grants final approval of the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

11. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, every Settlement Class Member who has not been excluded from the Settlement Class, each on behalf of himself, herself, or itself, and on behalf of his, her, or its respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under them (collectively, “Releasing Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, (i) that were or could have been alleged or asserted in the Action or (ii) that result from, arise out of, or relate in any way to the contention that Defendants did not fairly respond to, address, or resolve a claim that any Direct Express transaction was unauthorized, fraudulent, or inappropriate in any way. Further, each of the Releasing Parties agrees to be bound by this Agreement, including by the releases contained herein, without regard to subsequent discovery of different or additional facts or subsequent changes in the law. Each Settlement Class Member who is not excluded from the Settlement Class will also be bound by all of the decisions by the Court.

Section X of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.DirectExpressClassAction.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want benefits from the Settlement, and you want to keep the right to sue Conduent and Comerica on your own about the claims in this case or any other Released Claims, then you must take steps to opt out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting out” of the Settlement.

12. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a statement with the following information:

- Your full name, address, and last four digits of your Direct Express Debit Card

- number;
- A statement that you want to be excluded from the Settlement in this Action (*Almon, et al. v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.)), and that you understand you will receive no money from the Settlement;
- The identity of the counsel representing you in this Action, if any; and
- Your signature and the date on which the request to be excluded was signed.

You must mail your exclusion request, postmarked no later than [DATE], to Carnley v. Conduent Business Services, LLC, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391.

If any owner of a jointly-held account submits a statement excluding himself or herself from the Settlement, such a statement will exclude all other joint owners of the account from the Settlement.

13. If I do not exclude myself, can I sue Defendants for the same thing later?

No. If you do not exclude yourself, you will give up the right to sue Defendants for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

14. If I exclude myself, can I still get a payment?

No. You will not receive a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

15. Do I have a lawyer in the case?

The Court has appointed lawyers as “Class Counsel” to represent you and others in the Settlement Class:

E. Adam Webb
G. Franklin Lemond, Jr.
WEBB, KLASE & LEMOND, LLC
1900 The Exchange, SE, Suite 480
Atlanta, GA 30339

Allen Vaught
Vaught Firm, LLC
1910 Pacific Avenue, Suite 9150
Dallas, Texas 75201

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request attorneys’ fees of up to Eight Hundred Seventy-Two Thousand Four Hundred Twenty-Five Dollars and Fifty Cents (\$872,425.50), and the reimbursement of reasonable costs and expenses of up to the agreed upon amount of Twenty Nine Thousand One Hundred Fifty-Seven Dollars and Seventh-Eight Cents (\$29,157.78). Any award of attorneys’ fees, costs, and expenses to Class Counsel shall be paid by Defendants separate, apart, and in

addition to the Settlement Fund and the Costs of Notice and Administration. Class Counsel will file their motion seeking attorneys’ fees, costs, and expenses by [DATE]. That motion will be available at www.DirectExpressClassAction.com. The Court will review Class Counsel’s request and determine the amount of fees, costs, and expenses to award.

Class Counsel will also request Service Awards of up to \$2,000 for Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, Harold McPhail, and Kenneth Tillman, to be paid out of the Settlement Fund Account, for their service bringing this action for the benefit of the entire Settlement Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

17. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s request for attorneys’ fees, costs, and expenses, and/or Class Counsel’s requests for Service Awards for the Plaintiffs. To object, you must submit a letter to each of the following addresses:

| <u>The Court</u> | <u>Counsel for Defendants</u> | <u>Class Counsel</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Clerk of the Court U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS 262 West Nueva Street Room 1-400 San Antonio, TX 78207 | Jonathan R. Chally, Esq. COUNSEL, GUNNEMANN & CHALLY, LLC 75 Fourteenth Street, Suite 2475 Atlanta, GA 30309 | E. Adam Webb G. Franklin Lemond, Jr. WEBB, KLASE & LEMOND, LLC 1900 The Exchange, SE Suite 480 Atlanta, GA 30339 |

Your objection must be mailed with first-class postage prepaid and be postmarked on or before [DATE] and must include:

- The name of this Action (*Almon, et al. v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.));
- Your full name, address, e-mail address, and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- A statement of whether your objection applies only to you, to a specific part of the class, or to the entire class;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection and a copy of any orders related to or ruling on your prior objections in each case;

- The identity of all counsel who represent you in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- If applicable, the number of times your counsel or your counsel's law firm have objected to a class action settlement in the past five (5) years, including the caption of each case in which such an objection was made and a copy of any orders related to or ruling on such prior objections in each case;
- The identity of all counsel representing you who will appear at the Final Approval Hearing, if any;
- A list of any persons you or your counsel will call to testify at the Final Approval Hearing, if any;
- A statement confirming whether you intend to personally appear or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient). Any objection submitted on behalf of a business entity must identify the title of the authorized individual signing the objection.

18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement *only if you do not exclude yourself*. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, then you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees, costs, and expenses and for Service Awards for the Plaintiffs. You may attend and you may ask to speak, but you don't have to do so.

19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on [DATE] at [TIME] at the United States District Court for the Western District of Texas, located at 262 West Nueva Street, Courtroom H, San Antonio, Texas 78207. The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check www.DirectExpressClassAction.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees, costs, and expenses and for Service Awards for the Plaintiffs. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees, costs, and expenses, and the request for Service Awards. We do not know how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk

about it. As long as you submit your written objection on time, to the proper addresses, and it complies with the requirements set forth in Question 17 above and in Section VI of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 17 above and file a notice with the Court at the address listed in Question 17 at least fourteen days before the Final Approval Hearing indicating that you intend to appear and wish to be heard. You must submit your objection no later than [DATE]. You cannot speak at the hearing if you exclude yourself from the Settlement.

22. What happens if I do nothing at all?

IF YOU DO NOTHING

If you do nothing at all, you will not receive a payment, and you will give up your right to participate in further litigation against Conduent and Comerica about claims related to their handling of fraud claims on your Direct Express card during the Class Period.

23. How do I get more information?

GETTING MORE INFORMATION

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at www.DirectExpressClassAction.com. You also may write with questions to the Settlement Administrator at Carnley v. Conduent Business Services, LLC, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391, or call the toll-free number, 1-833-425-9800. **Please do not contact Conduent, Comerica, or the Court for information.**

Exhibit 4

Order. The Settlement appears to be fair, adequate, and reasonable to the Settlement Classes (defined below).

2. All capitalized terms defined in the Settlement Agreement shall have the same meaning when used in this Order.

3. The Settlement Agreement falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants Conduent Business Services, LLC, Comerica, Inc., and Comerica Bank's ("Defendants") have agreed to provide a Settlement Amount of an aggregate of \$1,200,000.00, which shall encompass all compensation to the Settlement Classes and the Service Awards to the named Plaintiffs for their respective contributions to prosecuting the Class claims in this Action. Defendants have also agreed to separately pay, in addition to the Settlement Amount, the costs of Notice and Administration up to \$250,000.00, and Class Counsel's reasonable attorneys' fees, costs, and expenses.

4. The Court finds and concludes that the Settlement is non-collusive and is the result of arms-length negotiations between the Parties after Class Counsel had adequately investigated Plaintiffs' claims and become familiar with their strengths and weaknesses.

In accordance with the Settlement Agreement, the Court hereby certifies the following Settlement Classes for purposes of this Settlement:

The 13-day Deadline Class: All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not sent the results of an investigation within 13 business days of submitting a notice of error in accordance with 15 U.S.C. § 1693f(a)(3) and 12 C.F.R. § 1005.11.

The Provisional Credit Class: All Direct Express customers who, between

February 12, 2018 and September 28, 2022, were not given a provisional credit in the amount of the alleged error in accordance with 15 U.S.C. § 1693f(c) and 12 C.F.R. § 1005.11.

The Investigative Documents Class: All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not timely provided a copy of the investigative documents upon request in accordance with 15 U.S.C. § 1693f(d) and its implementing regulations.

Excluded from the Settlement Classes are Defendants; Defendants' officers and directors at all relevant times, as well as members of their immediate families and their legal representatives, heirs, successors or assigns; and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Classes are federal, state, and local governments and all agencies and subdivisions thereunder; and any judge to whom this Action is or has been assigned and any member of her immediate family. Any persons that exclude themselves from the Settlement in accordance with the provisions set forth in the Notice also shall be excluded. The Class Period is defined as the time between (and including) February 12, 2018 through September 28, 2022.

5. The Court hereby preliminarily finds and concludes, for the purposes of settlement only, that the Settlement Class satisfies all of the requirements for certification under Fed. R. Civ. P. 23(a) and 23(b)(3).

6. With respect to the requirements of Fed. R. Civ. P. 23(a) and 23(b)(3), the Court makes the following findings:

- a. The Settlement Class, which has hundreds of thousands of members, satisfies the standard for numerosity in Fed. R. Civ. P. 23(a)(1).
- b. There are sufficient questions of fact and law that are common to the Settlement Classes regarding Defendants allegedly improperly handling claims of fraud made by Direct Express cardholders in

violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”), thereby satisfying the standard for commonality in Fed. R. Civ. P. 23(a)(2).

- c. For purposes of settlement only, Plaintiffs’ claims are typical of the Settlement Class Members because they concern the same alleged policies and practices of Defendants, arise from the same legal theories, and allege the same types of harm and entitlement to relief, thereby satisfying the typicality requirement of Fed. R. Civ. P. 23(a)(3).
- d. Webb, Klase, & Lemond, LLC and The Vaught Firm, LLC will fairly and adequately represent the Settlement Classes and are appointed as Class Counsel.
- e. Named Plaintiffs Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, JB Simms, and Kenneth Tillman will fairly and adequately represent the Settlement Classes and are appointed as Class Representatives.
- f. For purposes of settlement only, common questions of law and fact predominate over individualized issues, because Plaintiffs’ claims arise from whether Defendants are liable to Settlement Class Members for improperly handling claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (12 C.F.R. § 1005.11).

- g. The Court further finds that the superiority requirement is satisfied because it is likely that recovery on an individual basis would be exceeded by the cost of litigating on an individual basis.

7. The Court approves Kroll Settlement Administration (hereinafter the “Settlement Administrator”) to perform the duties of the Settlement Administrator as set forth in this Order and the Agreement.

8. The Court directs that Kroll Settlement Administration act as the Escrow Agent.

9. The Court finds that the proposed Notice comports with Fed. R. Civ. P. 23 and all constitutional requirements, including those of due process. Non-material modifications to the form and content of the Notice may be made without further order of the Court.

10. The Court further finds that the Notice adequately advises the Settlement Classes about the class action; the terms of the proposed Settlement, the benefits to each Settlement Class Member, and the proposed fees, costs, and expenses to Class Counsel; each Settlement Class Member’s right to object or opt out of the Settlement, and the timing and procedures for doing so; Preliminary Approval by the Court of the proposed Settlement; and the date of the Final Approval Hearing as well as the rights of Settlement Class Members to file documentation in support of or in opposition to, and appear in connection with, said hearing.

11. The Court further finds, as specifically described in the Agreement, that the sending of the E-Mail Notice to all Settlement Class Members for whom Defendants have provided the Settlement Administrator with an e-mail address; the mailing of the Mail Notice to all Settlement Class Members to their last known address for whom Defendants have not provided an e-mail address, with updates from the National Change of Address database; the targeted social media campaign through the use of the Banner Ad; and the maintenance of a

Settlement Website containing the Second Amended Complaint, the Agreement, the Long-Form Notice, the Preliminary Approval Order, and any other documents that Class Counsel and Defendants agree to post or that the Court orders posted, until sixty (60) calendar days after distribution of the Net Settlement Amount to Settlement Class Members has been completed, constitute reasonable notice to Settlement Class Members of their rights with respect to the class action and proposed Settlement.

12. Within thirty (30) calendar days of the Court's preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with the following information for each Settlement Class Member: (1) name; (2) last known e-mail address, if available; and (3) last known mailing address.

13. Within thirty (30) calendar days of receiving the names, last known mailing addresses, and last known e-mail addresses, if available, of identifiable Settlement Class Members from Defendants, the Settlement Administrator shall send the Notice to Settlement Class Members in the manner specified in the Agreement.

14. The Court orders that any request for exclusion from the Settlement must, in order to be timely and valid, be postmarked no later than sixty (60) days after the Notice Deadline; include the Settlement Class Member's name, address, e-mail address, telephone number, and last four digits of his or her Direct Express debit card number(s); state that the Settlement Class Member wants to be excluded from the Settlement in *Almon v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.), and that the Settlement Class Member understands that he or she will receive no money from the Settlement; identify his or her counsel, if represented; and must be personally signed and dated by the Settlement Class Member.

15. If more than 2% of the total number of Settlement Class Members submit timely and valid opt-out requests, Defendants shall have the option to void the Settlement. To exercise this option, Defendants' counsel must send written notification to Class Counsel within fourteen (14) calendar days of Defendants' receipt of the last timely opt-out statement.

16. Any Participating Settlement Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement by filing an objection with the Court with copy to Class Counsel and Defendants' counsel. Any objection must (1) state the objector's full name, address, e-mail address, and telephone number; (2) include the case name and case number of this Action (*Almon v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.)); (3) include an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) include a statement with specificity of all grounds for the objection, accompanied by any legal support for the objection; (5) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (6) state the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (7) state the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (8) provide a list of all other class action settlements to which the objector's counsel or counsel's law firm filed an objection within the five (5) years preceding the date that the objector or their counsel files the objection; (9) provide a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (10) state whether the objector intends to

appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and (11) include the objector's signature (an attorney's signature is not sufficient). To be timely, the objection must be postmarked no later than sixty (60) days after the Notice Deadline. Any Settlement Class Member who does not timely submit such a written objection will not be permitted to raise such objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner prescribed by this Order will be deemed to have waived, and will be foreclosed from raising, any such objection.

17. Plaintiffs and Class Counsel shall file their motion for their application for attorneys' fees, costs, and expenses, and for Service Awards for Plaintiffs, no later than thirty (30) days after the Notice Deadline.

18. The Final Approval Hearing shall be held before this Court on **[[Date]]** at **[[Time]]**, at the U.S. District Courthouse, 262 West Nueva Street, Courtroom **[[Room]]**, San Antonio, Texas 78207, to consider the fairness, adequacy, and reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider the motion of Class Counsel for an award of attorneys' fees and costs and for Service Awards for the Class Representatives.

19. Plaintiffs and Class Counsel shall file their Motion for Final Approval of the Settlement no later than seven (7) days before the Final Approval Hearing.

20. Any party to this case, including any Participating Settlement Class Member, may be heard in person or by counsel, in support of, or in opposition to, the Court's determination of the good faith, fairness, reasonableness, and adequacy of the proposed settlement, the requested attorneys' fees and costs, the requested Service Awards for the Class Representatives, and any order of Final Approval and judgment regarding such settlement, fees,

costs, and payments; provided however, that no person shall be heard in opposition to such matters unless such person has complied with the conditions set forth in the Notice.

21. The Court orders that if for any reason the Court does not execute and file an order of Final Approval and judgment, or if such a Final Approval order is reversed, the Agreement and the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth in the Agreement.

22. The Agreement shall not be construed as an admission or evidence of liability.

23. Pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are stayed.

24. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing without further notice to Settlement Class Members.

IT IS SO ORDERED.

Dated: _____

XAVIER RODRIGUEZ
UNITED STATES DISTRICT JUDGE

Exhibit 3



Settlement Administration Services

Kroll provides innovative technology and consulting services for class action, mass tort, regulatory remediation and government claims administration.

We are raising the bar in class action, mass tort, regulatory and government claims administration. With our proprietary technology, security, and global resources, coupled with our team's 50+ years of legal administration expertise, we offer unmatched solutions and capacity for even the most complex settlements anywhere in the world.

Time-tested leader in our field



Managed more than
4,000 settlements



Processed over
100 million claims



\$30 billion+
in distributions



Designed and managed
1,000+ court-approved
multi-media campaigns

Why partner with Kroll for your settlement administration needs?

- **Unrivaled Data Security and Technology.**
Our cutting-edge proprietary technology platforms are built to handle any case, no matter the size or complexity. Through our innovative technology and our unrivaled data security measures, we create custom solutions, including a real-time case statistics dashboard, while providing clients with unlimited scalability in our secure, certified environment. Nothing is more important than protecting the confidentiality and integrity of customer data while meeting or exceeding regulatory requirements. Our clients can have the utmost confidence when working with Kroll on their most complex and sensitive matters.
- **Industry Leading Claims Administration Team.**
With decades of experience across all types of settlements, our team is well-versed in every aspect of the administration process and has worked on some of the most historic and complex cases of all time. We work closely with all parties involved, often assisting clients before



settlement agreements are finalized, to ensure a value-maximizing, reliable and effective administration.

- **Most Experienced Notice Media Team Globally.** Through our in-house media team, we offer superior outreach programs that are rooted in analytics, validated by third parties and highly defensible in court. Our notice media team, led by one of the industry's most distinguished legal notice and communications experts, has successfully planned and implemented thousands of court-approved notice programs, including government enforcement actions and product recalls.
- **Best-in-Class Claims Administration Processes.** With our best-in-class claims processing procedures and focus on quality, we guarantee more accurate claims handling, speed, and responsiveness. We also provide a fully digital solution from start to finish for any engagement. Our electronic administration service offering encompasses noticing, claim filing, receipt of supporting documentation, corresponding with class members, clearing deficiencies and/or rejections and digital disbursements.
- **Global Footprint with Resources and Expertise to Scale.** With 5,000 experts around the world, we provide our clients with unlimited capacity to handle any settlement administration.

Representative class action experience

With over 50 years of experience in class action settlement administration, our team has successfully handled some of the largest and most complex settlements in history. Our cutting-edge administration solutions address matters in the evolving global regulatory framework.

For a more detailed look at our class action settlement experience, please visit kroll.com/settlement-administration.

Yahoo! Inc. Customer Data Security Breach Litigation, Case No. 5:16md02752, United States District Court Northern District of California

- \$117.5 million settlement

- Over 1.3 million claims filed
- Over 924 million notices sent
- Over 194 million class members globally

In Re: Currency Conversion Fee Antitrust Litigation, MDL No. 1409, United States District Court for the Southern District of New York

- \$336 million settlement
- 10.2 million claims filed
- Over 38 million notices mailed

Cook et al. v. Rockwell International Corp. and The Dow Chemical Co., Case No. 90cv00181, United States District Court for the District of Colorado

- \$375 million settlement
- Over 250,000 payments made
- Over 58,000 notices mailed

Columbia Gas Cases, Civil Action No. 1877cv01343G, Superior Court of Massachusetts

- \$143 million settlement
- Approx. 16,000 claims filed
- Approx. 92,000 notices mailed

In Re: Schering-Plough Corporation Securities Litigation, Case No. 01cv0829, United States District Court for the Southern District of New Jersey

- \$165 million settlement
- Over 71,000 claims filed

Brian Warner et al. v. Toyota Motor Sales, USA, Case No. 2:15cv02171, United States District Court for the Central District of California

- \$3.4 billion settlement
- Over 2 million notices mailed
- 1.5 million vehicles affected

Contact

Website: kroll.com/settlement-administration

Phone: +1 844 777 8055

About Kroll

Kroll provides proprietary data, technology and insights to help our clients stay ahead of complex demands related to risk, governance and growth. Our solutions deliver a powerful competitive advantage, enabling faster, smarter and more sustainable decisions. With 5,000 experts around the world, we create value and impact for our clients and communities. To learn more, visit www.kroll.com.

Exhibit 4

TO: xxxxxx@xxxxxxxxxxx
FROM: xxxxxx@xxxxxxxxxxx
SUBJECT: DIRECT EXPRESS SETTLEMENT

Legal Notice of Class Action Settlement

Your Claim Number: [REDACTED]
PIN: [REDACTED]

If You Submitted a Claim Alleging Fraudulent Transactions on Your Direct Express Card That Was Denied, You May Be Eligible for a Payment from a Class Action Settlement.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

A \$1,200,000 Settlement has been reached in a class action lawsuit alleging that Conduent State & Local Solutions, Inc.'s ("Conduent") and Comerica Bank's ("Comerica") improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E ("12 C.F.R. § 1005.11"), called *Almon v. Conduent Business Services, LLC*, Civil Action No. 5:19-cv-01075-XR (W.D. Tex.). Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law.

Who's Included? Records show that you may be a member of the Class. The Class includes anyone who submitted claim(s) of allegedly fraudulent transaction(s) and whose claim(s) were denied during the Class Period of February 12, 2018 through September 28, 2022.

What are the Settlement terms? Conduent and Comerica have agreed to provide \$1,200,000 ("Settlement Amount") to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys' fees, costs, and expenses.

How do I get my Settlement payout? You must submit a Claim to be eligible for a payment. Class Members who submit a valid claim will receive a payment by check, or electronic payment, for their pro rata portion of the Settlement Amount. For additional information about the Settlement, how the payments will be calculated, and to file your claim, please visit www.DirectExpressClassAction.com.

Your other options. If you do not want to be bound by the Settlement, you may exclude yourself by [DATE]. If you do not exclude yourself, you will release your claims against

Conduent and Comerica and be bound in all respects to the terms of the Settlement. Alternatively, you may object to the Settlement by [DATE]. The Long Form Notice available at the Settlement website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on [DATE] to consider whether to approve the Settlement and to consider a request by counsel for the Settlement Class for attorneys' fees and costs and service awards of up to \$2,000 for the named Plaintiffs. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? If you have questions, please visit the Settlement website at www.DirectExpressClassAction.com. You may also call 1-833-425-9800.

[Front]

POSTCARD NOTICE

Carnley v. Conduent Business Services, LLC
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

POSTAGE

Important Notice About
Class Action Settlement

[Settlement Class Member Address Block]

You are receiving this Notice because you may be entitled to benefits from a proposed class action settlement. This Notice explains what the class action is about, what the settlement will be, and how your rights may be affected. More information about the settlement and the settlement agreement are available at www.DirectExpressClassAction.com.

Your Claim Number: [] [] []
PIN: [] []

*A federal court authorized this Notice.
This is not a solicitation from a lawyer.*

What is the Settlement about? A \$1,200,000 Settlement has been reached in a class action lawsuit alleging that Conduent State & Local Solutions, Inc.'s ("Conduent") and Comerica Bank's ("Comerica") improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E ("12 C.F.R. § 1005.11"), called *Almon v. Conduent Business Services, LLC*, Civil Action No. 5:19-cv-01075-XR (W.D. Tex.). Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law.

Why am I being contacted? Records show that you may be a member of the Class. The Class includes anyone who submitted claim(s) of allegedly fraudulent transaction(s) and whose claim(s) were denied during the Class Period of February 12, 2018 through September 28, 2022.

What are the Settlement terms? Conduent and Comerica have agreed to provide \$1,200,000 ("Settlement Amount") to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys' fees, costs, and expenses.

How do I get my Settlement payout? You must submit a Claim to be eligible for a payment. Class Members who submit a valid claim will receive a payment by check, or electronic payment, for their pro rata portion of the Settlement Amount. For additional information about the Settlement, how the payments will be calculated, and to file your claim, please visit www.DirectExpressClassAction.com.

Your other options. If you do not want to be bound by the Settlement, you may exclude yourself by [DATE]. If you do not exclude yourself, you will release your claims against Conduent and Comerica and be bound in all respects to the terms of the Settlement. Alternatively, you may object to the Settlement by [DATE]. The Long Form Notice available at the Settlement website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on [DATE] to consider whether to approve the Settlement and to consider a request by counsel for the Settlement Class for attorneys' fees and costs and service awards of up to \$2,000 for the named Plaintiffs. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? Visit www.DirectExpressClassAction.com
You may also call 1-833-425-9800.

Please do not contact Conduent, Comerica, or the Court for information.

LONG FORM NOTICE

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS

A federal court authorized this notice. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit pending in the United States District Court for the Western District of Texas titled *Almon, et al. v. Conduent Business Services, LLC, et al.*, Case No. 5:19-cv-01075-XR (W.D. Tex.) (the “Action”). In the Action, eight people who have or had a Direct Express Card issued by Comerica Bank allege that Defendants Conduent State & Local Solutions, Inc. (incorrectly named as Conduent Business Services, LLC), Comerica Bank, and Comerica, Inc. improperly handled fraud claims made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”). Defendants dispute those contentions, deny that they engaged in any wrongdoing, and contend that they complied in all respects with the contractual and other obligations imposed on them. The Court has not decided which side is right. The Court has tentatively approved the proposed settlement agreement (available at www.DirectExpressClassAction.com) to which the parties have agreed (the “Settlement”).

Current and former holders of a Direct Express card who submitted a claim of allegedly fraudulent transaction(s) or other error(s) between February 12, 2018 and September 28, 2022 that was denied may be eligible to receive some form of payment.

Read this notice carefully. This notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBMIT A CLAIM | If you believe you are a member of the Settlement Class, you can submit a Claim Form for review. The Claim Form, which is available on the Settlement website, must include the information specified in Question 8 (below). If the Court approves the Settlement and it becomes final and effective, your Claim will be reviewed and, if approved, you will receive payment. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT | Receive no benefits from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against Defendants about claims related to their handling of your fraud claim on your Direct Express card during the Class Period. |
| OBJECT | Write to the Court if you wish to object to the Settlement. |
| DO NOTHING | You will not receive a payment. If you are a Settlement Class Member, you will give up your right to participate in further litigation against Defendants about claims related to their handling of your fraud claim on your Direct Express card during the Class Period. You will be bound by the Settlement in all respects. |

These rights and options – **and the deadlines to exercise them** – are explained in this notice.

The Court still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class who submit approved Claims and who do not exclude themselves from the Settlement.

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BASIC INFORMATION

1. Why is there a notice?

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Xavier Rodriguez, of the United States District Court for the Western District of Texas, is overseeing this case, *Almon, et al. v. Conduent Business Services, LLC, et al.*, Case No. 5:19-cv-01075-XR (W.D. Tex.). The persons who sued – Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, Harold McPhail, JB Simms, and Kenneth Tillman – are the Plaintiffs. Conduent State & Local Solutions, Inc. (incorrectly named as Conduent Business Services, LLC) (“Conduent”), Comerica Bank, and Comerica, Inc. (collectively “Comerica”), are the Defendants.

2. What is this litigation about?

The lawsuit claims that Conduent and Comerica improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”). You can review the operative complaint in this lawsuit on the website, www.DirectExpressClassAction.com. Conduent and Comerica deny that they engaged in any wrongdoing. Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law. The Court has not decided which side is right.

3. Why is this a class action?

In a class action, one or more Plaintiffs sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims are members of a Class.

4. Why is there a Settlement?

The Court has not decided in favor of either Plaintiffs or Conduent and Comerica (together, the “Parties”). Instead, the Parties have agreed to a Settlement. In doing so, the Parties avoid the costs and uncertainty of litigation and a trial, and Settlement Class Members (except those who exclude themselves) are eligible to receive the benefits described in this notice. The proposed Settlement does not necessarily mean that any law was broken or that Conduent or Comerica did anything wrong. Defendants deny all claims in this case. The Class Representative and their lawyers believe the proposed Settlement is in the best interests of Settlement Class Members.

5. Who is included in the Settlement?

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then the Parties believe you may be in the Settlement Class.

You are a member of the Settlement Class if you are a current or former holder of a Direct Express Debit Card account that, between February 12, 2018 and September 28, 2022 (“Class

Period”), submitted one or more claims of allegedly fraudulent transactions that were denied by Defendants.

Even if you did not receive a postcard or email with notice of the Settlement, you may still be a member of the Settlement Class described above. If you did not receive a postcard or email addressed to you but you believe you are in the Settlement Class defined above, you may contact the Settlement Administrator.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at DirectExpressClassAction.com or call the toll-free number, 1-833-425-9800. You may also send questions to the Settlement Administrator at *Carnley v. Conduent Business Services, LLC*, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391. Please do not contact the Defendants. They cannot assist you in determining whether you are in the Settlement Class.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Court approves the Settlement and it becomes final, Conduent and Comerica will provide one million two hundred thousand dollars (\$1,200,000.00) (“Settlement Amount”) to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys’ fees, costs, and expenses.

8. How do I receive payment under the Settlement?

You must submit a Claim to obtain payment. Class Members who submit a valid claim will receive a payment either by check to the address provided on the Claim Form, or electronic payment, for their pro rata portion of the Settlement Amount. For owners of jointly-held accounts, only one Claim will be approved with respect to each account, and the Claim will bind all joint account holders. Once the Court approves the Settlement, your Claim will be reviewed and, if approved, you will receive a payment. The Claim Form is available at www.DirectExpressClassAction.com. Claim Forms must be postmarked or uploaded to the Settlement website no later than [DATE].

9. How will my claim be decided?

The Settlement Administrator will review your Claim after you submit it. If your Claim is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your Claim. If you do not correct the problems, your Claim will be denied. More details on how Claims will be decided are available at www.DirectExpressClassAction.com.

Submission of a Claim Form does not guarantee a payment under the Settlement, any Claim is subject to confirmation by the Settlement Administrator, and the amount distributed to each Settlement Class Member who does not opt out is governed by the Settlement Agreement, which is available on the Settlement website.

If you are a Settlement Class Member and your Claim is rejected, you will not receive any

payment and you will release your claims against Defendants. If your Claim is rejected because it is determined that you are not a Settlement Class Member, you will not receive any payment and any claims you may have against Defendants will not be released.

10. When will I receive my payment?

If the Court approves the Settlement and it becomes final, and you do not exclude yourself from the Settlement (*see* Questions 12 to 14), then a payment will be made to each Settlement Class Member who submitted an approved Claim via the selected method (check mailed to the address provided on the Claim Form, or form of electronic payment).

Payments will be sent only after the Court grants final approval of the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

11. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, every Settlement Class Member who has not been excluded from the Settlement Class, each on behalf of himself, herself, or itself, and on behalf of his, her, or its respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under them (collectively, “Releasing Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, (i) that were or could have been alleged or asserted in the Action or (ii) that result from, arise out of, or relate in any way to the contention that Defendants did not fairly respond to, address, or resolve a claim that any Direct Express transaction was unauthorized, fraudulent, or inappropriate in any way. Further, each of the Releasing Parties agrees to be bound by this Agreement, including by the releases contained herein, without regard to subsequent discovery of different or additional facts or subsequent changes in the law. Each Settlement Class Member who is not excluded from the Settlement Class will also be bound by all of the decisions by the Court.

Section X of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.DirectExpressClassAction.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want benefits from the Settlement, and you want to keep the right to sue Conduent and Comerica on your own about the claims in this case or any other Released Claims, then you must take steps to opt out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting out” of the Settlement.

12. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a statement with the following information:

- Your full name, address, and last four digits of your Direct Express Debit Card

- number;
- A statement that you want to be excluded from the Settlement in this Action (*Almon, et al. v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.)), and that you understand you will receive no money from the Settlement;
- The identity of the counsel representing you in this Action, if any; and
- Your signature and the date on which the request to be excluded was signed.

You must mail your exclusion request, postmarked no later than [DATE], to Carnley v. Conduent Business Services, LLC, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391.

If any owner of a jointly-held account submits a statement excluding himself or herself from the Settlement, such a statement will exclude all other joint owners of the account from the Settlement.

13. If I do not exclude myself, can I sue Defendants for the same thing later?

No. If you do not exclude yourself, you will give up the right to sue Defendants for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

14. If I exclude myself, can I still get a payment?

No. You will not receive a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

15. Do I have a lawyer in the case?

The Court has appointed lawyers as “Class Counsel” to represent you and others in the Settlement Class:

E. Adam Webb
G. Franklin Lemond, Jr.
WEBB, KLASE & LEMOND, LLC
1900 The Exchange, SE, Suite 480
Atlanta, GA 30339

Allen Vaught
Vaught Firm, LLC
1910 Pacific Avenue, Suite 9150
Dallas, Texas 75201

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request attorneys’ fees of up to Eight Hundred Seventy-Two Thousand Four Hundred Twenty-Five Dollars and Fifty Cents (\$872,425.50), and the reimbursement of reasonable costs and expenses of up to the agreed upon amount of Twenty Nine Thousand One Hundred Fifty-Seven Dollars and Seventh-Eight Cents (\$29,157.78). Any award of attorneys’ fees, costs, and expenses to Class Counsel shall be paid by Defendants separate, apart, and in

addition to the Settlement Fund and the Costs of Notice and Administration. Class Counsel will file their motion seeking attorneys’ fees, costs, and expenses by [DATE]. That motion will be available at www.DirectExpressClassAction.com. The Court will review Class Counsel’s request and determine the amount of fees, costs, and expenses to award.

Class Counsel will also request Service Awards of up to \$2,000 for Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, Harold McPhail, and Kenneth Tillman, to be paid out of the Settlement Fund Account, for their service bringing this action for the benefit of the entire Settlement Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

17. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s request for attorneys’ fees, costs, and expenses, and/or Class Counsel’s requests for Service Awards for the Plaintiffs. To object, you must submit a letter to each of the following addresses:

| <u>The Court</u> | <u>Counsel for Defendants</u> | <u>Class Counsel</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Clerk of the Court U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS 262 West Nueva Street Room 1-400 San Antonio, TX 78207 | Jonathan R. Chally, Esq. COUNSEL, GUNNEMANN & CHALLY, LLC 75 Fourteenth Street, Suite 2475 Atlanta, GA 30309 | E. Adam Webb G. Franklin Lemond, Jr. WEBB, KLASE & LEMOND, LLC 1900 The Exchange, SE Suite 480 Atlanta, GA 30339 |

Your objection must be mailed with first-class postage prepaid and be postmarked on or before [DATE] and must include:

- The name of this Action (*Almon, et al. v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.));
- Your full name, address, e-mail address, and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- A statement of whether your objection applies only to you, to a specific part of the class, or to the entire class;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection and a copy of any orders related to or ruling on your prior objections in each case;

- The identity of all counsel who represent you in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- If applicable, the number of times your counsel or your counsel's law firm have objected to a class action settlement in the past five (5) years, including the caption of each case in which such an objection was made and a copy of any orders related to or ruling on such prior objections in each case;
- The identity of all counsel representing you who will appear at the Final Approval Hearing, if any;
- A list of any persons you or your counsel will call to testify at the Final Approval Hearing, if any;
- A statement confirming whether you intend to personally appear or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient). Any objection submitted on behalf of a business entity must identify the title of the authorized individual signing the objection.

18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement *only if you do not exclude yourself*. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, then you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees, costs, and expenses and for Service Awards for the Plaintiffs. You may attend and you may ask to speak, but you don't have to do so.

19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on [DATE] at [TIME] at the United States District Court for the Western District of Texas, located at 262 West Nueva Street, Courtroom H, San Antonio, Texas 78207. The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check www.DirectExpressClassAction.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees, costs, and expenses and for Service Awards for the Plaintiffs. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees, costs, and expenses, and the request for Service Awards. We do not know how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk

about it. As long as you submit your written objection on time, to the proper addresses, and it complies with the requirements set forth in Question 17 above and in Section VI of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 17 above and file a notice with the Court at the address listed in Question 17 at least fourteen days before the Final Approval Hearing indicating that you intend to appear and wish to be heard. You must submit your objection no later than [DATE]. You cannot speak at the hearing if you exclude yourself from the Settlement.

22. What happens if I do nothing at all?

IF YOU DO NOTHING

If you do nothing at all, you will not receive a payment, and you will give up your right to participate in further litigation against Conduent and Comerica about claims related to their handling of fraud claims on your Direct Express card during the Class Period.

23. How do I get more information?

GETTING MORE INFORMATION


This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at www.DirectExpressClassAction.com. You also may write with questions to the Settlement Administrator at Carnley v. Conduent Business Services, LLC, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391, or call the toll-free number, 1-833-425-9800. **Please do not contact Conduent, Comerica, or the Court for information.**



Comerica

2/22/2024

ONLINE

| DIGITAL | DETAILS |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Kroll will utilize the extensive scope of social media using Newsfeed ads on Facebook. The Newsfeed is where users gather information about friends, family, news, and brands.</p> <p>Ads will be targeted to people on Facebook who have liked, followed or interacted with relevant pages, accounts, videos or posts/tags:</p> <p>Ads will also be targeted to people on Facebook who have liked, followed or interacted with relevant pages, accounts, videos or posts/tags:</p> <p>Groups Including:</p> <ul style="list-style-type: none"> ~Direct Express Card Facebook Page: 2.8K members ~Direct Express Card Information Facebook Page: 266 members ~SSI and SSDI Support Group Facebook Page: 2K members ~Social Security Benefits Facebook Page: 2.2K members ~Veteran's Benefits Facebook Page: 1.1K members ~SSI, SSD, VA, Benefit Updates Facebook Page: 754 members <p>Pages Including:</p> <ul style="list-style-type: none"> ~Direct Express Facebook Page: 814 followers ~Direct Express Customer Service Facebook Page: 845 followers ~Atticus Facebook Page: 5.9K followers ~Veterans Benefits Administration Facebook Page: 845 followers |

PROGRAM TOTAL: \$15,850



Facebook
Feeds



Legal Notice

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Did you file a claim about an unauthorized transfer on your Direct Express® debit card between February 12, 2018 and September 28, 2022, which was denied, and you were not sent the investigation results, or you were not given a temporary credit for the issue? You could be eligible for money or other benefits from a settlement.



DIRECT EXPRESS EFTA SETTLEMENT

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Court Authorized Notice



Order. The Settlement appears to be fair, adequate, and reasonable to the Settlement Classes (defined below).

2. All capitalized terms defined in the Settlement Agreement shall have the same meaning when used in this Order.

3. The Settlement Agreement falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants Conduent Business Services, LLC, Comerica, Inc., and Comerica Bank's ("Defendants") have agreed to provide a Settlement Amount of an aggregate of \$1,200,000.00, which shall encompass all compensation to the Settlement Classes and the Service Awards to the named Plaintiffs for their respective contributions to prosecuting the Class claims in this Action. Defendants have also agreed to separately pay, in addition to the Settlement Amount, the costs of Notice and Administration up to \$250,000.00, and Class Counsel's reasonable attorneys' fees, costs, and expenses.

4. The Court finds and concludes that the Settlement is non-collusive and is the result of arms-length negotiations between the Parties after Class Counsel had adequately investigated Plaintiffs' claims and become familiar with their strengths and weaknesses.

In accordance with the Settlement Agreement, the Court hereby certifies the following Settlement Classes for purposes of this Settlement:

The 13-day Deadline Class: All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not sent the results of an investigation within 13 business days of submitting a notice of error in accordance with 15 U.S.C. § 1693f(a)(3) and 12 C.F.R. § 1005.11.

The Provisional Credit Class: All Direct Express customers who, between

February 12, 2018 and September 28, 2022, were not given a provisional credit in the amount of the alleged error in accordance with 15 U.S.C. § 1693f(c) and 12 C.F.R. § 1005.11.

The Investigative Documents Class: All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not timely provided a copy of the investigative documents upon request in accordance with 15 U.S.C. § 1693f(d) and its implementing regulations.

Excluded from the Settlement Classes are Defendants; Defendants' officers and directors at all relevant times, as well as members of their immediate families and their legal representatives, heirs, successors or assigns; and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Classes are federal, state, and local governments and all agencies and subdivisions thereunder; and any judge to whom this Action is or has been assigned and any member of her immediate family. Any persons that exclude themselves from the Settlement in accordance with the provisions set forth in the Notice also shall be excluded. The Class Period is defined as the time between (and including) February 12, 2018 through September 28, 2022.

5. The Court hereby preliminarily finds and concludes, for the purposes of settlement only, that the Settlement Class satisfies all of the requirements for certification under Fed. R. Civ. P. 23(a) and 23(b)(3).

6. With respect to the requirements of Fed. R. Civ. P. 23(a) and 23(b)(3), the Court makes the following findings:

- a. The Settlement Class, which has hundreds of thousands of members, satisfies the standard for numerosity in Fed. R. Civ. P. 23(a)(1).
- b. There are sufficient questions of fact and law that are common to the Settlement Classes regarding Defendants allegedly improperly handling claims of fraud made by Direct Express cardholders in

violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”), thereby satisfying the standard for commonality in Fed. R. Civ. P. 23(a)(2).

- c. For purposes of settlement only, Plaintiffs’ claims are typical of the Settlement Class Members because they concern the same alleged policies and practices of Defendants, arise from the same legal theories, and allege the same types of harm and entitlement to relief, thereby satisfying the typicality requirement of Fed. R. Civ. P. 23(a)(3).
- d. Webb, Klase, & Lemond, LLC and The Vaught Firm, LLC will fairly and adequately represent the Settlement Classes and are appointed as Class Counsel.
- e. Named Plaintiffs Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, JB Simms, and Kenneth Tillman will fairly and adequately represent the Settlement Classes and are appointed as Class Representatives.
- f. For purposes of settlement only, common questions of law and fact predominate over individualized issues, because Plaintiffs’ claims arise from whether Defendants are liable to Settlement Class Members for improperly handling claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (12 C.F.R. § 1005.11).

- g. The Court further finds that the superiority requirement is satisfied because it is likely that recovery on an individual basis would be exceeded by the cost of litigating on an individual basis.

7. The Court approves Kroll Settlement Administration (hereinafter the “Settlement Administrator”) to perform the duties of the Settlement Administrator as set forth in this Order and the Agreement.

8. The Court directs that Kroll Settlement Administration act as the Escrow Agent.

9. The Court finds that the proposed Notice comports with Fed. R. Civ. P. 23 and all constitutional requirements, including those of due process. Non-material modifications to the form and content of the Notice may be made without further order of the Court.

10. The Court further finds that the Notice adequately advises the Settlement Classes about the class action; the terms of the proposed Settlement, the benefits to each Settlement Class Member, and the proposed fees, costs, and expenses to Class Counsel; each Settlement Class Member’s right to object or opt out of the Settlement, and the timing and procedures for doing so; Preliminary Approval by the Court of the proposed Settlement; and the date of the Final Approval Hearing as well as the rights of Settlement Class Members to file documentation in support of or in opposition to, and appear in connection with, said hearing.

11. The Court further finds, as specifically described in the Agreement, that the sending of the E-Mail Notice to all Settlement Class Members for whom Defendants have provided the Settlement Administrator with an e-mail address; the mailing of the Mail Notice to all Settlement Class Members to their last known address for whom Defendants have not provided an e-mail address, with updates from the National Change of Address database; the targeted social media campaign through the use of the Banner Ad; and the maintenance of a

Settlement Website containing the Second Amended Complaint, the Agreement, the Long-Form Notice, the Preliminary Approval Order, and any other documents that Class Counsel and Defendants agree to post or that the Court orders posted, until sixty (60) calendar days after distribution of the Net Settlement Amount to Settlement Class Members has been completed, constitute reasonable notice to Settlement Class Members of their rights with respect to the class action and proposed Settlement.

12. Within thirty (30) calendar days of the Court's preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with the following information for each Settlement Class Member: (1) name; (2) last known e-mail address, if available; and (3) last known mailing address.

13. Within thirty (30) calendar days of receiving the names, last known mailing addresses, and last known e-mail addresses, if available, of identifiable Settlement Class Members from Defendants, the Settlement Administrator shall send the Notice to Settlement Class Members in the manner specified in the Agreement.

14. The Court orders that any request for exclusion from the Settlement must, in order to be timely and valid, be postmarked no later than sixty (60) days after the Notice Deadline; include the Settlement Class Member's name, address, e-mail address, telephone number, and last four digits of his or her Direct Express debit card number(s); state that the Settlement Class Member wants to be excluded from the Settlement in *Almon v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.), and that the Settlement Class Member understands that he or she will receive no money from the Settlement; identify his or her counsel, if represented; and must be personally signed and dated by the Settlement Class Member.

15. If more than 2% of the total number of Settlement Class Members submit timely and valid opt-out requests, Defendants shall have the option to void the Settlement. To exercise this option, Defendants' counsel must send written notification to Class Counsel within fourteen (14) calendar days of Defendants' receipt of the last timely opt-out statement.

16. Any Participating Settlement Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement by filing an objection with the Court with copy to Class Counsel and Defendants' counsel. Any objection must (1) state the objector's full name, address, e-mail address, and telephone number; (2) include the case name and case number of this Action (*Almon v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.)); (3) include an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) include a statement with specificity of all grounds for the objection, accompanied by any legal support for the objection; (5) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (6) state the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (7) state the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (8) provide a list of all other class action settlements to which the objector's counsel or counsel's law firm filed an objection within the five (5) years preceding the date that the objector or their counsel files the objection; (9) provide a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (10) state whether the objector intends to

appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and (11) include the objector's signature (an attorney's signature is not sufficient). To be timely, the objection must be postmarked no later than sixty (60) days after the Notice Deadline. Any Settlement Class Member who does not timely submit such a written objection will not be permitted to raise such objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner prescribed by this Order will be deemed to have waived, and will be foreclosed from raising, any such objection.

17. Plaintiffs and Class Counsel shall file their motion for their application for attorneys' fees, costs, and expenses, and for Service Awards for Plaintiffs, no later than thirty (30) days after the Notice Deadline.

18. The Final Approval Hearing shall be held before this Court on **[[Date]]** at **[[Time]]**, at the U.S. District Courthouse, 262 West Nueva Street, Courtroom **[[]]**, San Antonio, Texas 78207, to consider the fairness, adequacy, and reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider the motion of Class Counsel for an award of attorneys' fees and costs and for Service Awards for the Class Representatives.

19. Plaintiffs and Class Counsel shall file their Motion for Final Approval of the Settlement no later than seven (7) days before the Final Approval Hearing.

20. Any party to this case, including any Participating Settlement Class Member, may be heard in person or by counsel, in support of, or in opposition to, the Court's determination of the good faith, fairness, reasonableness, and adequacy of the proposed settlement, the requested attorneys' fees and costs, the requested Service Awards for the Class Representatives, and any order of Final Approval and judgment regarding such settlement, fees,

costs, and payments; provided however, that no person shall be heard in opposition to such matters unless such person has complied with the conditions set forth in the Notice.

21. The Court orders that if for any reason the Court does not execute and file an order of Final Approval and judgment, or if such a Final Approval order is reversed, the Agreement and the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth in the Agreement.

22. The Agreement shall not be construed as an admission or evidence of liability.

23. Pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are stayed.

24. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing without further notice to Settlement Class Members.

IT IS SO ORDERED.

Dated: _____

XAVIER RODRIGUEZ
UNITED STATES DISTRICT JUDGE