

CLASS ACTION SETTLEMENT AGREEMENT

Christine Head and Robert Newton (collectively, “Plaintiffs”) and Citibank, N.A. (“Defendant”) (together, the “parties”) enter into this arm’s-length class action settlement agreement (“Agreement”).

1. Recitals:

- 1.1. On August 15, 2018, Christine Head filed a class action complaint against Citigroup, Inc., styled *Christine Head, on behalf of herself and others similarly situated, v. Citigroup, Inc.*, Case No. 3:18-cv-08189 (D. Ariz.), through which Ms. Head alleged violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227.
- 1.2. On April 28, 2021, Ms. Head filed her Third Amended Class Action Complaint, styled *Christine Head, on behalf of herself and others similarly situated, v. Citibank, N.A.*, Case No. 3:18-cv-08189-ROS (the “Head Lawsuit”), through which Ms. Head alleged violations of the TCPA.
- 1.3. Subsequently, the United States District Court for the District of Arizona (the “Court”) certified the following class: “All persons and entities throughout the United States (1) to whom Citibank, N.A. placed a call in connection with a past-due credit card account, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Citibank, N.A. customer or authorized user, (3) via its Aspect dialer and with an artificial or prerecorded voice, (4) from August 15, 2014 through January 27, 2022.”
- 1.4. Defendant denies the allegations of wrongdoing included in the Head Lawsuit, and denies that it violated the TCPA.
- 1.5. On April 11, 2022, Mr. Newton filed a class action complaint against Defendant, styled *Robert Newton, on behalf of himself and others similarly situated, v. Citibank, N.A.*, Case No. 1:22-cv-89 (E.D. Tenn.) (the Newton Lawsuit), through which Mr. Newton alleged violations of the TCPA on behalf of himself and a proposed class. It is the intention of the parties that Mr. Newton be named as an additional class representative for the Settlement Class (as defined below), for settlement purposes only. As part of this settlement, Mr. Newton previously dismissed the Newton Lawsuit without prejudice. Mr. Newton’s claims will be dismissed with prejudice through the Final Order and Judgment (as defined below).
- 1.6. Defendant denies the allegations of wrongdoing included in the Newton Lawsuit, and denies that it violated the TCPA.
- 1.7. Plaintiffs and Defendant now intend to settle and finally resolve all claims Plaintiffs assert through the Head Lawsuit and Newton Lawsuit.

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 1.8. Aware of the substantial expense, delay, burdens, and inherent risk associated with litigation, Plaintiffs and their counsel recognize that in light of the recovery that results from the settlement memorialized by this Agreement, continued litigation is not in the best interest of members of the settlement class that is the subject of this Agreement.
- 1.9. Also aware of the substantial expense, delay, burdens, and inherent risk associated with the Head and Newton Lawsuits, Defendant has entered into the settlement memorialized by this Agreement.
- 1.10. Plaintiffs and their counsel believe that the settlement memorialized by this Agreement is fair, adequate, and reasonable.
- 1.11. The parties reached the settlement memorialized by this Agreement as a result of mediation conducted with Hon. Steven M. Gold (Ret.), of JAMS.
- 1.12. Plaintiffs and Defendant agree to undertake all steps necessary to secure the Court's approval of the settlement memorialized by this Agreement.
- 1.13. This Agreement is not to be construed as an admission or concession by Plaintiffs that there is any infirmity in the claims they assert or asserted through the Head Lawsuit and Newton Lawsuit.
- 1.14. This Agreement is not to be construed as an admission or concession by Defendant regarding liability or wrongdoing, and Defendant denies any liability, denies that it violated the TCPA, and denies any other wrongdoing.

2. Definitions:

- 2.1. "Approved Claim Form" means a claim form that a Settlement Class Member timely submits, and that the Claims Administrator approves for payment.
- 2.2. "Claims Administrator," subject to the Court's approval, means Verita Global ("Verita"), formerly known as KCC Class Action Services, LLC.
- 2.3. "Claim Form" means the form that Settlement Class Members must submit to obtain a monetary recovery in connection with this Agreement.
- 2.4. "Claim ID" means the unique numeric identifier assigned to each Claim Form by the Claims Administrator.
- 2.5. "Class Counsel" means Greenwald Davidson Radbil PLLC and Meyer Wilson Co., LPA.
- 2.6. "Class Notice" means the notice that the Court approves in a form substantially similar to Exhibit 1 to this Agreement, which includes a postcard notice with detachable claim

Class Action Settlement Agreement – Head v. Citibank, N.A.

- form to be disseminated to potential Settlement Class Members, and a question-and-answer long form notice to appear on the dedicated settlement website.
- 2.7. “Fairness Hearing” means the hearing that the Court conducts under Federal Rule of Civil Procedure 23 to consider the fairness, adequacy, and reasonableness of the settlement memorialized by this Agreement.
- 2.8. “Finality Date” means the date after which the Court enters a final order and judgment and the time to appeal the final order and judgment expires without appeal, or any appeal is dismissed, or the final order and judgment is affirmed and not subject to review by any court.
- 2.9. “Final Order and Judgment” means the final order and judgment that the Court enters granting final approval to the settlement. The parties will submit a proposed order for the Court’s consideration in a form substantially similar to Exhibit 3 to this Agreement.
- 2.10. “Order Preliminarily Approving the Settlement” means the order preliminarily approving the settlement memorialized by this Agreement and authorizing the dissemination of class notice. The parties will submit a proposed order for the Court’s consideration in a form substantially similar to Exhibit 2 of this Agreement.
- 2.11. “Preliminary Approval Date” means the date the Court enters the Order Preliminarily Approving the Settlement.
- 2.12. “Released Parties” are defined in Section 14.1.
- 2.13. “Released Claims” are defined in Section 14.1.
- 2.14. “Releasors” means Plaintiffs and every Settlement Class Member who does not timely and validly opt out of the Settlement Class.
- 2.15. “Settlement” means the settlement memorialized by this Agreement.
- 2.16. “Settlement Class” means the class that the Court certifies for settlement purposes, the definition of which the parties propose as:
- All persons and entities throughout the United States (1) to whom Citibank, N.A. placed a call in connection with a past-due credit card account, (2) directed to a number assigned to a cellular telephone service, but not assigned to a current or former Citibank, N.A. customer or authorized user, (3) via its Aspect dialer and with an artificial or prerecorded voice, (4) from August 15, 2014 through July 31, 2024.
- 2.17. “Settlement Class Members” means all members of the Settlement Class who do not timely and validly opt out of the Settlement Class.

Class Action Settlement Agreement – Head v. Citibank, N.A.

3. Jurisdiction:

- 3.1. The parties agree that the Court has, and will continue to have, jurisdiction to issue any order necessary to effectuate, consummate, and enforce the terms of the Settlement, to approve attorneys' fees, costs, expenses, and incentive awards, and to supervise the administration and distribution of proceeds associated with the Settlement.

4. Certification:

- 4.1. Plaintiffs and Defendant agree to certification of the Settlement Class for settlement purposes only.
- 4.2. Within 30 days of the execution of this Agreement, Defendant will produce directly to Verita, in a manner and format to be mutually agreed upon by the Parties and Verita: (1) all cellular telephone numbers in Citibank's Contact Utilities Database to which Citibank attempted to deliver a prerecorded message in connection with a past-due credit card account during the settlement class period that reflect a change of phone indicator code to "B" or "N" between January 29, 2022 and July 31, 2024. Verita will then perform reverse look ups on these telephone numbers to identify associated names and address, and the date ranges for those associations. Citibank will then remove known customers, accountholders or authorized users from the names provided by Verita, in consultation with Plaintiffs.

In addition, to the extent Citibank is able to remove known present or former customers, accountholders or authorized users from the list of persons to receive class notice previously provided to Verita for the time period prior to January 29, 2022, it may do so in consultation with Plaintiffs.

Plaintiffs will be entitled to reasonable confirmatory discovery regarding this process and how it was performed.

- 4.3. Defendant believes that there are substantially fewer Settlement Class Members than those potential settlement class members to whom direct mail notice will be provided.

5. Preliminary Approval:

- 5.1. Plaintiffs will file an unopposed motion to preliminarily approve the Settlement.
- 5.2. Through their motion to preliminarily approve the Settlement, Plaintiffs will request that:

The Court preliminarily certify the Settlement Class for settlement purposes only, appoint Plaintiffs as the representatives for the Settlement Class, and appoint Class Counsel as counsel for the Settlement Class;

Class Action Settlement Agreement – Head v. Citibank, N.A.

The Court preliminarily approve the Settlement as fair, reasonable, and adequate, and within the reasonable range of possible final approval;

The Court approve the Class Notice and find that the proposed notice plan constitutes the best notice practicable under the circumstances, and that it satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;

The Court set the date and time for the Fairness Hearing; and

The Court set the deadline for Settlement Class Members to file Claim Forms and to submit exclusions and objections to the Settlement.

- 5.3. Neither Plaintiffs nor Defendant will take any action inconsistent with Plaintiffs' motion to preliminarily approve the Settlement.

6. Class Action Fairness Act Notice:

- 6.1. Defendant will be responsible for serving the Class Action Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 within ten days after Plaintiffs file their unopposed motion to preliminarily approve the Settlement.
- 6.2. Defendant will provide Class Counsel with a copy of the CAFA notice no later than two days after it is served.
- 6.3. Defendant will also file with the Court, at least thirty days prior to the Fairness Hearing, a notice attesting to its compliance with CAFA.

7. Notice to Members of the Settlement Class:

- 7.1. The Claims Administrator will be responsible for all matters relating to the administration of the Settlement.
- 7.2. The Claims Administrator's responsibilities will include, but will not be limited to:
- Performing reverse look ups on potentially relevant telephone numbers, as set forth in 4.2;
 - Sending direct mail notice by postcard, with a detachable Claim Form, to potential Settlement Class Members, where possible;
 - Issuing publication notice, in consultation with the parties;
 - Establishing both a dedicated website through which Settlement Class Members can submit claims and a toll-free telephone number for informational purposes;
 - Fielding inquiries about the Settlement;

Class Action Settlement Agreement – Head v. Citibank, N.A.

Reviewing and processing Claim Forms and calculating the payments set forth in this Agreement;

Acting as a liaison between Settlement Class Members, Class Counsel, and counsel for Defendant;

Approving valid Claim Forms, and rejecting Claim Forms where it appears the claimant is not an eligible Settlement Class Member and/or where there is evidence of fraud;

Directing the issuance of settlement payments to Settlement Class Members; and

Performing any other tasks reasonably required of it.

- 7.3. The addresses of potential Settlement Class Members obtained by the Claims Administrator may be subject to confirmation or updating as follows:

The Claims Administrator may check each address obtained against the United States Post Office National Change of Address Database;

The Claims Administrator may conduct a reasonable search to locate an updated address for any potential Settlement Class Member whose notice is returned as undeliverable;

The Claims Administrator will update addresses based on any forwarding information received from the United States Post Office; and

The Claims Administrator will update addresses based on any requests received from Settlement Class Members.

- 7.4. The Claims Administrator will provide weekly updates to Class Counsel and counsel for Defendant regarding the status of its administration.
- 7.5. Not later than thirty days following the Preliminary Approval Date, the Claims Administrator will mail the Class Notice and a Claim Form to potential Settlement Class Members, where possible;
- 7.6. The postcard the Claims Administrator uses to mail the Class Notice and Claim Form to potential Settlement Class Members must include a notation requesting address correction.
- 7.7. If any Class Notice is returned with a new address, the Claims Administrator must resend the Class Notice and a Claim Form to the new address.

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 7.8. Defendant is responsible for any amounts due to the Claims Administrator prior to the date on which the non-reversionary Settlement Fund is established and funded.
- 7.9. Defendant will be entitled to an offset for any payments it makes to the Claims Administrator prior to the date on which the non-reversionary Settlement Fund is established and funded, from the non-reversionary Settlement Fund once it is established and funded.
- 7.10. The parties will not make statements of any kind to any third party regarding the Settlement prior to the filing of a motion for preliminary approval with the Court, with the exception of the Claims Administrator. The parties may make statements to the Court as necessary to obtain preliminary or final approval of the Settlement, and Class Counsel will not be prohibited from communicating with any Settlement Class Member regarding the Settlement. The parties will not make any statements to the press impugning or disparaging any other party.
- 7.11. The Notices provided under or as part of the Notice Program will not bear or include the Citibank logo or trademarks (except for the abbreviation “Citibank”), the return address of Citibank, or otherwise be styled so as to appear to originate from Citibank.

8. Publication of Class Notice:

- 8.1. Not later than thirty days following the Preliminary Approval Date, the Claims Administrator will arrange for publication of the Class Notice on the settlement website and in any additional manner agreed to by the parties in consultation with the Claims Administrator.

9. Settlement Website:

- 9.1. Not later than thirty days following the Preliminary Approval Date, the Claims Administrator will build and maintain a dedicated website that includes downloadable information and a Claim Form.
- 9.2. At a minimum, the downloadable information and documents must include, when available, this Agreement, the long form question-and-answer Class Notice, a Claim Form, Plaintiff’s petition for attorneys’ fees, expenses, and costs, the Order Preliminarily Approving the Settlement, the operative complaints in the Head and Newton Lawsuits, Defendant’s answers and affirmative defenses to the operative complaints in the Head and Newton Lawsuits, the Motion for Final Approval of the Settlement, the Final Order and Judgment, and any changes to the date of the Fairness Hearing.
- 9.3. The Settlement Website domain will be www.HeadTCPASettlement.com.

10. Final Approval:

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 10.1. At least fourteen (14) days prior to the Fairness Hearing, the Class Administrator shall file a sworn declaration attesting to dissemination of the postcard Class Notice and Claim Forms, and state the number of claims, objections, and opt outs, and attach copies of the objections and opt outs.
- 10.2. At least thirty (30) days prior to the Fairness Hearing, Plaintiffs will file a motion to finally approve the Settlement.
- 10.3. Neither Plaintiffs nor Defendant will take any action inconsistent with Plaintiffs' motion to finally approve the Settlement.

11. Consideration:

- 11.1. Defendant will create a non-reversionary common fund in the amount of \$29,500,000.00 to compensate members of the Settlement Class ("Settlement Fund"). The Settlement Fund will be held in escrow at Huntington Bank as described in paragraph 11.2.
 - 11.1.1 In consultation with the Claims Administrator, Defendant will fund the Settlement Fund within twenty-eight days of the Court's issuance of the Order Preliminarily Approving the Settlement.
- 11.2. The Claims Administrator will place the Settlement Fund at Huntington Bank in an Intrafi Cash Service (ICS) account, which is 100% backed by the FDIC (the "Account"), created by order of the Court intended to constitute a "qualified settlement fund" ("QSF") within the meaning of Section 1.468B-1 of the Treasury Department Regulations ("Treasury Regulations") promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended (the "Code"). Defendant shall be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Claims Administrator will be designated as the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. The Claims Administrator shall provide any statements or make any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations. The parties agree to the tax treatment of the QSF as set forth herein in Section 21.
- 11.3. Paid from the Settlement Fund will be:

Class Action Settlement Agreement – Head v. Citibank, N.A.

Compensation to Settlement Class Members who timely submit a valid Claim Form;

All reasonable costs, fees and any other charges invoiced by the Claims Administrator, including the cost of notice to potential Settlement Class Members, the cost of any publication notice, and claims administration for the Settlement Class;

Litigation costs and expenses not to exceed \$60,000.00, for which Class Counsel will petition the Court;

Reasonable attorneys' fees, calculated as a percentage of the Settlement Fund, for which Class Counsel will petition the Court;

Incentive awards to Plaintiffs, for which Plaintiffs will petition the Court.

- 11.4. Each Settlement Class Member who submits a valid, Approved Claim Form, either online no later than 75 days after the dissemination of notice, or by U.S. Mail with a postmark of no later than 75 days after the dissemination of notice, will be entitled to a *pro rata* share of the non-reversionary Settlement Fund, subject to the limitations in Section 11.7 below, after deducting:

Costs and expenses of administering the Settlement;

Class Counsel's attorneys' fees awarded by the Court;

Class Counsel's costs and expenses awarded by the Court; and

The service awards to Ms. Head and Mr. Newton approved by the Court.

- 11.5. Settlement payments will be available to Settlement Class Members on a claims-made basis from the non-reversionary Settlement Fund. To obtain a settlement payment, the Settlement Class Member must submit a valid and timely Claim Form, which must include: (i) the Settlement Class Member's full name, and mailing address; (ii) the Claim ID number; (iii) the cellular telephone number at which Defendant allegedly placed a call with an artificial or prerecorded voice to the Settlement Class Member and an affirmation that the Settlement Class Member is not and never was a Citibank customer, accountholder, or authorized user; (iv) an affirmation that the Settlement Class Member owned or used the cellular telephone number at all times related to the identified calls; (v) for mailed Claim Forms, the Settlement Class Member's signature and an affirmation that all information contained in the Claim Form is true and accurate; and (vi) for Claim Forms submitted via the Settlement Website, the Settlement Class Member's electronic signature and an affirmation that all information contained in the Claim Form is true and accurate. For Claim Forms submitted without a Claim ID, the Settlement Class Member must submit the cellular telephone number

Class Action Settlement Agreement – Head v. Citibank, N.A.

- that he or she was allegedly called at by Defendant and that number must match a cell phone number found on the applicable list of telephone numbers. Claim Forms must be submitted by mail to the Claims Administrator or via the Settlement Website. There will be no obligation to honor any Claim Forms submitted or postmarked after the end of the Claim Period, even if such Claim Form otherwise would be valid.
- 11.6 A Settlement Class Member may submit only one claim, regardless of how many times Defendant called the Settlement Class Member, subject to Section 11.7.
- 11.7. Payments to Settlement Class Members If *Pro Rata* Distributions Would Exceed \$2,500. If and only if *pro rata* payments pursuant to Section 11.4 would exceed \$2,500 for each participating Settlement Class Member, participating Settlement Class Members would be limited to a recovery of \$2,500 unless they provide documentary evidence in the form of, for example, telephone records from their wireless carrier, screen shots from their cellular telephones, or other documentary evidence demonstrating that they received more than five prerecorded messages from Defendant during the Settlement Class period. In such circumstances, and subject to Defendants' right to check and challenge such claims, participating Settlement Class Members who provide documentary evidence demonstrating that they received more than five prerecorded messages from Defendant would receive additional compensation in the form of an additional *pro rata* portion of the remaining funds after all participating Settlement Class Members receive \$2,500 each. Should Section 11.7 be triggered, the Claims Administrator will send written communications to all participating Settlement Class Members after the expiration of the Claims Period to advise of the opportunity to submit documentation demonstrating that they received more than five calls from Defendant. Participating Settlement Class Members would then have 45 days to provide such documentation to the Claims Administrator. The Claims Administrator will then determine how many Settlement Class Members provided documentation demonstrating receipt of more than five calls from Defendant during the Class Period and advise the parties. Defendant will then have 45 days to check and challenge such claims. Those participating Settlement Class Members who provided documentation demonstrating receipt of more than five calls from Defendant and confirmed by Defendant will receive additional compensation in the form of a *pro rata* portion of the remaining funds after all participating Settlement Class Members receive \$2,500 each. Nothing herein is intended to delay Plaintiffs' request for, and the Court's entry of, Final Order and Judgment.
- 11.8 Each settlement check issued to a Settlement Class Member will be negotiable for 120 days after it is issued.
- 11.9 Any funds not ultimately paid out will be paid out as a *cy pres* award to Consumer Federation of America, subject to the Court's approval.

12. Opt-Outs:

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 12.1. Any Settlement Class Member who wishes to exclude himself or herself from the Settlement must mail a written request for exclusion to the Class Administrator, postmarked no more than 75 days after the dissemination of the Class Notice.
- 12.2. Through his or her request for exclusion, and subject to the Court’s approval, a member of the Settlement Class must include his or her:
 - Full name;
 - Address;
 - Cellular telephone number called by Defendant;
 - Claim ID number;
 - A statement that he or she wishes to be excluded from the Settlement; and
 - Signature.
- 12.3. Any Settlement Class Member who submits a valid and timely request for exclusion will neither be bound by the terms of this Agreement, nor receive any of the benefits of the Settlement.
- 12.4. The Claims Administrator shall file a list of the names of each Settlement Class Member who submitted a valid and timely request for exclusion, along with copies of the opt out requests, at least 14 days before the Fairness Hearing.
- 12.5. Settlement Class Members may opt out on an individual basis only.
- 12.6. “Mass” or “class” opt-outs submitted by third parties on behalf of a “mass” or “class” of Settlement Class Members are not allowed.
- 12.7. Settlement Class Members who opt out may not also object to the Settlement.

13. Objections:

- 13.1. Any Settlement Class Member who wishes to object to the Settlement must file a written notice of objection with the Court, postmarked no more than 75 days after the dissemination of the Class Notice.
- 13.2. Through his or her notice of objection, and subject to the Court’s approval, a Settlement Class Member must include his or her:
 - Full name;
 - Address;

Class Action Settlement Agreement – Head v. Citibank, N.A.

Cellular telephone number called by Defendant in connection with which Defendant used an artificial or prerecorded voice to demonstrate that the objector is a member of the Settlement Class;

Claim ID number;

Statement that the objector is not, and never was, a Citibank customer or accountholder, nor an authorized user on another person's Citibank account, to demonstrate that the objector is a member of the Settlement Class;

A statement of the objection;

A description of the facts and/or legal arguments underlying the objection;

A statement noting whether the objector intends to appear at the Fairness Hearing and an identification of objector's attorney, if any; and

A signature by the Settlement Class Member.

- 13.4 Settlement Class Members who do not submit a valid and timely objection will be barred from seeking review of the Settlement by appeal, or otherwise.
- 13.5 If a Settlement Class Member submits both an objection and an exclusion request, he or she will be considered to have submitted an exclusion (and not an objection).

14. Release:

- 14.1. Upon entry of the Final Approval Order, Plaintiffs and all Settlement Class Members, on behalf of themselves and their respective, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns (together, the "Releasers") will be deemed to have fully released and forever discharged Citibank, N.A., and each and all of its present, former and future direct and indirect parent companies, affiliates, subsidiaries, successors, retail partners, and/or predecessors in interest and all of the respective officers, directors, employees, attorneys, shareholders, and assigns of the aforementioned (together, the "Released Parties"), from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, with respect to any form of relief, including, without limitation, actual and statutory damages, punitive damages, restitution, disgorgement, penalties and injunctive or declaratory relief, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of the use by Citibank, N.A. of an artificial or prerecorded voice (to the fullest extent that term is used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, relevant regulatory or administrative promulgations and case law), from August 15, 2014 through July 31, 2024, in connection with the calls at issue in this matter, including, but not limited to, claims under or for violation of the

Class Action Settlement Agreement – Head v. Citibank, N.A.

Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and the regulations promulgated thereunder and relevant case law, and all claims for violation of any other state or federal statutory or common law that regulates, governs, prohibits or restricts the use of an artificial or prerecorded voice in connection with outbound calls (the “Released Claims”).

Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code and Section 20-7-11 of the South Dakota Codified Laws, which are set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Cal. Civ. Code § 1542.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. S.D.C.L. § 20-7-11.

Plaintiffs and the Settlement Class Members understand and acknowledge the significance of these waivers of Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter learn facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- 14.2 Upon the Court’s entry of the Final Order and Judgment, Plaintiffs and Releasers will release and forever discharge the Released Parties from the Released Claims.
- 14.3 Plaintiffs and Releasers agree and covenant, and each Releaser will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the

Class Action Settlement Agreement – Head v. Citibank, N.A.

Released Claims, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

15. Exclusive Remedy:

15.1. The relief included in this Agreement is the exclusive remedy for the Released Claims.

16. Attorneys' Fees, Costs, Expenses, and Incentive Awards:

16.1. Within 30 days after dissemination of the Class Notice and Claim Forms to potential Settlement Class Members by the Claims Administrator pursuant to Section 7.5 above, Class Counsel will submit to the Court a request for attorneys' fees to be paid from the Settlement Fund, not to exceed one-third of the Settlement Fund. Defendant may elect to oppose or to take no position with respect to Class Counsel's request.

16.2. Along with the foregoing fee petition, Class Counsel may submit to the Court a request for reimbursement of reasonable litigation costs and expenses not to exceed \$60,000.00 to be paid from the Settlement Fund. Defendant may elect to oppose or to take no position with respect to Class Counsel's request.

16.3. Along with the foregoing fee petition, Ms. Head will submit to the Court a request for an incentive award not to exceed \$15,000.00 to be paid from the Settlement Fund.

16.4. Along with the foregoing fee petition, Mr. Newton will submit to the Court a request for an incentive award not to exceed \$10,000.00 to be paid from the Settlement Fund.

16.5. The Court's order regarding Class Counsel's request for attorneys' fees, costs, and expenses, and Plaintiffs' requests for incentive awards, will not affect the finality of the Settlement.

16.6. In the event that the Court declines Class Counsel's request for attorneys' fees, costs, and expenses, or Plaintiffs' requests for incentive awards, or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the parties.

17. No Admission of Liability:

17.1. This Agreement does not constitute an admission by Defendant that Plaintiffs' claims or allegations are true or correct, or that Defendant has violated the TCPA or engaged in any wrongful conduct.

18. Representations and Warranty:

18.1. Class Counsel believes that the Settlement is in the best interests of the Settlement Class Members.

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 18.2. Plaintiffs warrant that on the date this Agreement is executed, they own the claims that they assert in connection with their respective Lawsuits, and that they have not assigned, pledged, sold or otherwise transferred their claims (or an interest in such claims), and that on the Finality Date they will own their claims free and clear of any and all liens, claims, charges, security interests or other encumbrances of any nature whatsoever, except for any contingent legal fees and expenses.

19. Appeals:

- 19.1. If a Settlement Class Member appeals the Final Order and Judgment, Plaintiffs and Defendant agree to support the Settlement on appeal.
- 19.2. Nothing contained in this Agreement is intended to preclude Plaintiffs, Defendant, or Class Counsel, from appealing any order inconsistent with this Agreement.

20. Distribution of the Settlement Fund:

- 20.1. Within forty-five days of the Finality Date, the Claims Administrator will mail a settlement check (or otherwise provide electronic payment) to each Settlement Class Member who submitted a valid, Approved Claim Form.
- 20.2. Within five days of the Finality Date, the Claims Administrator will pay to Plaintiffs from the Settlement Fund the respective incentive awards approved by the Court.
- 20.3. Within five days of the Finality Date, the Claims Administrator will pay to Class Counsel from the Settlement Fund the attorneys' fees, costs, and expenses approved by the Court.
- 20.4. If any money remains in the non-reversionary Settlement Fund after the pro rata payments set forth in Sections 11.4 and 11.7 above and the date that all initial settlement payments are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash within 120 days), and if the amount that remains is sufficient to issue second checks of at least \$25.00 to each Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a distribution, the Claims Administrator will mail a second settlement check, calculated on a *pro rata* basis considering the remaining amount of the non-reversionary Settlement Fund, to each Settlement Class Member who cashed an initial settlement check.
- 20.5. If any money remains in the non-reversionary Settlement Fund after the date that all settlement payments are voided due to non-deposit (*i.e.* checks that Settlement Class Members do not cash within 120 days), this amount will be paid as a *cy pres* award to Consumer Federation of America, subject to the Court's approval.

21. Taxes:

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 21.1. Plaintiffs and Defendant agree that the account into which the non-reversionary Settlement Fund is deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Claims Administrator will timely make elections as necessary or advisable to carry out required duties including, if necessary, the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. These elections will be made in compliance with the procedures and requirements contained in applicable Treasury Regulations promulgated under the Code. It is the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- 21.2. For the purpose of Section 468B of the Code and the Treasury Regulations thereunder, the Claims Administrator will be designated as the “administrator” of the non-reversionary Settlement Fund. The Claims Administrator will cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the non-reversionary Settlement Fund (including, without limitation, tax returns described in Treas. Reg. § 1.468B-2(k)). These returns will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the non-reversionary Settlement Fund are to be paid out of the non-reversionary Settlement Fund.
- 21.3. All taxes arising in connection with income earned by the non-reversionary Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant with respect to any income earned by the non-reversionary Settlement Fund for any period during which the non-reversionary Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes will be paid by the Claims Administrator from the non-reversionary Settlement Fund.
- 21.4. Any person or entity that receives a distribution from the non-reversionary Settlement Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. These taxes and tax-related expenses will not be paid from the non-reversionary Settlement Fund.

22. Stay:

- 22.1. Plaintiffs and Defendant stipulate that all proceedings in connection with the Head Lawsuit will be stayed until the Court issues its decision regarding final approval of the Settlement. The Newton Lawsuit has been dismissed without prejudice.
- 22.2. The stipulated stay of proceedings will not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve preliminary and final approval of the Settlement.

23. Dispute Resolution:

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 23.1. Any dispute between the Parties relating to the interpretation or application of any provision of the Settlement will be discussed between Class Counsel and counsel for the Defendant in the first instance in an effort to resolve the matter. If they reach an impasse, the matter shall be presented to the Court in the Head Lawsuit or its designee.

24. Uncashed Checks:

- 24.1. In the event a Settlement Class Member does not cash his, her or its check after a period of 120 days from issuance, the check will be declared “void.” The voidance shall not impact in any way the Release provided by that Settlement Class Member to the Released Parties. The funds associated with that check may be used to make other payments under the Settlement, including to other Settlement Class Members or cy pres, and the Claims Administrator will take sufficient steps to cancel the check.

25. Federal Rule of Evidence 408:

- 25.1. The Parties specifically acknowledge and agree that this Settlement, along with all related drafts, motions, pleadings, conversations, negotiations and correspondence, shall be considered a compromise within the meaning of Federal Rule of Evidence Rule 408, and any equivalent rule of evidence or procedure of any state, and shall not (i) constitute, be construed, be offered, or be received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Head and Newton Lawsuits, or in any other pending or subsequently filed action, arbitration or other proceeding, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (ii) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
- 25.2. The Parties agree that this Settlement, any orders, pleadings, or other documents entered in furtherance of this Settlement, and any acts in the performance of this Settlement are not intended to be, nor shall they in fact be, admissible, discoverable, or relevant in any case or other proceeding against the Defendant as evidence of any obligation that any party hereto has or may have to anyone, except with regard to the obligations and rights under the Settlement.
- 25.3. The provisions of this Settlement, and any orders, pleadings or other documents entered in furtherance of this Settlement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof of thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after a hearing upon application of a Party hereto, (iii) in order to establish payment, prior payment for a claimed loss, set-off, counterclaim or an affirmative defense in a subsequent case, including *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim,

Class Action Settlement Agreement – Head v. Citibank, N.A.

(iv) in connection with any motion to dismiss, enjoin or stay a Released Claim, or (v) to obtain Court approval of the Settlement.

26. Miscellaneous Provisions:

- 26.1. This Agreement is the entire agreement between Plaintiffs and Defendant. All antecedent and contemporaneous extrinsic representations, warranties, or collateral provisions concerning the negotiation and preparation of this Agreement are intended to be discharged and nullified.
- 26.2. Neither Plaintiffs nor Defendant may modify this Agreement, except by a writing that Plaintiffs and Defendant execute and that the Court approves.
- 26.3. All notices required by this Agreement, between Plaintiffs, Defendant, Class Counsel, and counsel for Defendant, must be sent by first class U.S. mail, by hand delivery, or by electronic mail, to:

Michael L. Greenwald
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, Florida 33431
mgreenwald@gdrllawfirm.com

Matthew R. Wilson
Meyer Wilson Co., LPA
305 W. Nationwide Blvd.
Columbus, Ohio 43215
mwilson@meyerwilson.com

(counsel for Plaintiffs and the Settlement Class)

Daniel JT McKenna
Ballard Spahr
1735 Market Street
51st Floor
Philadelphia, Pennsylvania 19103
mckennad@ballardspahr.com

(counsel for Defendant)

- 26.4. Section headings in this Agreement are for convenience and reference only, and are not to be taken to be a part of the provisions of this Agreement, and do not control or affect meanings, constructions or the provisions of this Agreement.

Class Action Settlement Agreement – Head v. Citibank, N.A.

- 26.5. Plaintiffs and Defendant will exercise their best efforts, take all steps, and expend all efforts that may become necessary to effectuate this Agreement and to obtain preliminary and final approval by the Court.
- 26.6. Plaintiffs and Defendant drafted this Agreement equally, and it should not be construed in favor of or against either Plaintiffs or Defendant.
- 26.7. This Agreement binds successors and assigns of the parties and Settlement Class Members.
- 26.8. Plaintiffs, Defendant, Class Counsel, and counsel for Defendant, may sign this Agreement in counterparts, and by electronic signature, and the separate signature pages may be combined to create a binding document, which constitutes one instrument. Each of the undersigned signatories represents that he or she is fully authorized to execute this Agreement.
- 26.9. All Settlement Class Members should monitor the Court's docket for the most current filings and information. The Court, in its discretion, may alter, postpone or amend any deadlines or hearing dates scheduled by the Court in connection with the approval of this Settlement without additional formal notice. Orders concerning any such changes shall be timely posted on the Settlement Website.
- 26.10. Settlement Class Members (or their counsel, if any) who submit false or intentionally misleading Claim Forms, through any form of deception, dishonesty or fraud, may be subject to appropriate sanctions (including monetary sanctions and costs) as determined by the Court.
- 26.11. Settlement Class Members should consult their personal tax advisor for assistance regarding any tax ramifications of this Settlement. Settlement Class Counsel, the Defendant, and Defendant's Counsel are not providing any opinion, representation or advice as to the tax consequences or liabilities of Settlement Class Members as a result of any payments or benefits under this Settlement. Nothing in this Agreement should be relied upon by any Settlement Class Member as the provision of tax advice. Settlement Class Members shall hold the Defendant and its Counsel harmless from any federal, state, or foreign tax assessments, interest, and/or penalties that result for any amounts paid or benefits provided under this Agreement, and the Defendant shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Settlement Class Members' tax consequences.

27. Termination:

- 27.1. Either party has the right to unilaterally terminate this Agreement by providing written notice to the other party within ten days of any of the following occurrences:

The Court rejects or declines to preliminarily or finally approve this Agreement, after all reasonable efforts are made to obtain preliminary or final approval;

Class Action Settlement Agreement – Head v. Citibank, N.A.

A higher court reverses the Final Approval Order, and this Agreement is not reinstated by the Court on remand without material change or change agreed to by the parties; or

The Finality Date does not occur.

- 27.2. Within ten days of the Court-ordered deadline for exclusions, Defendant will have the right to void the Settlement if the number of valid opt-outs meets or exceeds 2,500.
- 27.3. If this Agreement is not preliminarily or finally approved by the Court, or if the Order granting final approval of the Settlement is not approved, or if any aspect of this Settlement or related preliminary or final approval orders is reversed on appeal or if either Plaintiffs or Defendant terminate this Agreement as provided herein, the Agreement will be of no force and effect and the parties' rights and defenses will be restored to the status quo ante before the Settlement, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Claims Administrator for services rendered to the date of termination will not be refunded to Defendant.

28. Survival:

- 28.1. The Settlement will be unaffected by any subsequent change in law regarding the TCPA, its interpretation, and its application, whether from Congress, the Federal Communications Commission, the Consumer Financial Protection Bureau, any other agency, courts, or otherwise.

29. Dismissal:

- 29.1. The Final Order and Judgment submitted to the Court will include a provision dismissing this Lawsuit with prejudice.

30. Signatures:

- 30.1. Signatures appear on the following page.

Class Action Settlement Agreement – Head v. Citibank, N.A.

Christine Head

Date

Robert Newton

Date

Michael L. Greenwald
Class Counsel

Date

Matthew R. Wilson
Class Counsel

Date

Katherine Luft
Citibank, N.A.

Date

Daniel JT McKenna
Counsel for Citibank, N.A.

Date



July 29, 2024

Class Action Settlement Agreement – Head v. Citibank, N.A.

Christine Head

Date

Robert Newton

Date

Michael L. Greenwald
Class Counsel


Date

Matthew R. Wilson
Class Counsel

Date

Katherine Luft
Citibank, N.A.

Date



7/30/24

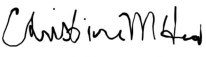
Daniel JT McKenna
Counsel for Citibank, N.A.

Date

Class Action Settlement Agreement – Head v. Citibank, N.A.

Christine Head

Date

Signed by:

7ED962C01B94413

7/26/2024 | 5:15 PM EDT

Robert Newton

Date

Michael L. Greenwald
Class Counsel

Date

Matthew R. Wilson
Class Counsel

Date

Citibank, N.A.

Date

Daniel JT McKenna
Counsel for Citibank, N.A.

Date

Class Action Settlement Agreement – Head v. Citibank, N.A.

Christine Head

Date

Robert Newton

Date



Robert Newton (Jul 27, 2024 10:34 EDT)

27/07/24

Michael L. Greenwald
Class Counsel

Date



Michael Greenwald (Jul 26, 2024 16:49 EDT)

26/07/24

Matthew R. Wilson
Class Counsel

Date

Citibank, N.A.

Date

Daniel JT McKenna
Counsel for Citibank, N.A.

Date

Class Action Settlement Agreement – Head v. Citibank, N.A.

Christine Head

Date

Robert Newton

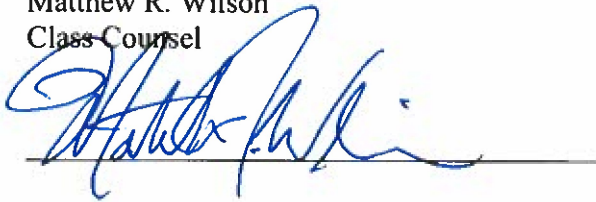
Date

Michael L. Greenwald
Class Counsel

Date

Matthew R. Wilson
Class Counsel

Date



7/26/24

Citibank, N.A.

Date

Daniel JT McKenna
Counsel for Citibank, N.A.

Date
