

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

STEPHEN THAXTON and PATRICIA
THAXTON, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

COLLINS ASSET GROUP, LLC,
COLLINS & HILTON ASSET
GROUP, LLC, DIVERSIFIED
FINANCING LLC, MARK W. MILLER,
ALT MONEY INVESTMENTS, LLC,
ALT MONEY INVESTMENTS II, LLC,
ALT MONEY INVESTMENTS III, LLC,
ALT MONEY INVESTMENTS IV, LLC,
and SONOQUI LLC,

Defendants.

Case No.: 1:20-CV-00941-ELR

CLASS ACTION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and among Plaintiffs Stephen Thaxton and Patricia Thaxton (“Plaintiffs”), for themselves and on behalf of the Settlement Class (as defined below), on the one hand, and Defendants Collins Asset Group, LLC (“CAG”) and Collins & Hilton Asset Group, LLC (“Collins & Hilton,” and together with CAG,

“Collins”), on the other hand (collectively, the “Parties”), in the action entitled *Stephen Thaxton and Patricia Thaxton, et al. v. Collins Asset Group, LLC, et al.*, No. 1: 20-cv-00941-ELR (N.D. Ga.) (the “Action”). This Settlement Agreement further resolves all claims and counterclaims in the currently pending related interpleader action entitled *Collins Asset Group, LLC v. Diversified Financing LLC, et al.*, No 1:20-cv-02818-ELR (N.D. Georgia) (the “Interpleader Action”). All Interpleader Defendants, with the exception of Diversified Financing LLC (“Diversified”) and Sonoqui LLC (“Sonoqui”), are part of the Settlement Class.

RECITALS

WHEREAS, Plaintiffs and the Settlement Class Members (as defined below) loaned money to Defendants Diversified and Sonoqui, companies founded and led by Daryl Bank, with the intent that the loaned money would thereafter be loaned from Diversified and Sonoqui to defendant CAG;

WHEREAS, Plaintiffs’ and the Settlement Class Members’ loans to Diversified and Sonoqui were evidenced by promissory notes issued by Diversified and Sonoqui;

WHEREAS, thereafter Diversified and Sonoqui made loans to CAG, which were evidenced by promissory notes issued by CAG to those entities;

WHEREAS, neither Plaintiffs nor any Settlement Class Member has or had a lending relationship with, or promissory note issued by, CAG;

WHEREAS, Diversified and Sonoqui ceased operations in or around 2017 and are no longer operating;

WHEREAS, Diversified, upon information and belief, is a Florida limited liability company, and is listed as inactive on the Florida Department of State's website as of the date of this Settlement Agreement;

WHEREAS, Sonoqui, upon information and belief, is a Florida limited liability company, and is listed as inactive on the Florida Department of State's website as of the date of this Settlement Agreement;

WHEREAS, upon information and belief, Plaintiffs and the Settlement Class Members have not been paid in full under their various promissory notes from Diversified or Sonoqui;

WHEREAS, CAG holds a stake of money that it owes to Diversified and Sonoqui under the various promissory notes it issued to those entities, but has been unable to make the required payments as a result of Diversified and Sonoqui ceasing operations;

WHEREAS, various Settlement Class Members have reached out to CAG for information on the status of CAG's payments to Diversified and Sonoqui;

WHEREAS, Plaintiffs, on behalf of themselves and all others similarly situated, filed the Action seeking to certify a nationwide class against Collins, Diversified, Mark W. Miller, ALT Money Investments, LLC, ALT Money

Investments II, LLC, ALT Money Investments III, LLC, ALT Money Investments IV, LLC (collectively, the “ALT Money Investments”), and Sonoqui related to money that Plaintiffs and the Settlement Class Members lent to Diversified, Sonoqui and/or the ALT Money Investments;

WHEREAS, CAG originally filed the Interpleader Action in the United States District Court for the Southern District of New York, which was subsequently transferred to the United States District Court for the Northern District of Georgia, and moved by order to show cause for interpleader relief for the purpose of depositing a stake of money with the Court related to money loaned to CAG from Diversified and Sonoqui, to which the Settlement Class Members claim an interest as a result of their loans to Diversified, Sonoqui and/or the ALT Money Investments;

WHEREAS, the Court in the Interpleader Action has not ruled on CAG’s motion by order to show cause for interpleader relief;

WHEREAS, despite being properly served in the Interpleader Action with CAG’s Amended Complaint and the order to show cause seeking interpleader relief, which requested, among other things, a release from Diversified and Sonoqui as to the money CAG owes to those entities but sought to deposit with the Court, Diversified and Sonoqui neither appeared in nor answered the Interpleader Action, and did not oppose CAG’s order to show cause, and their time to do so has expired;

WHEREAS, during the course of litigation and settlement discussions, the Parties exchanged documentation and engaged in discovery, and were able to evaluate the merits of their respective claims and defenses;

WHEREAS, after extensive arm's length negotiations supervised by the Mediator (as defined below), who is expert in such matters, the Parties reached a settlement;

WHEREAS, Plaintiffs and Class Counsel (as defined below) consider it desirable and in the Settlement Class Members' best interests that the Settlement Class' claims against Collins and the Non-Collins Defendants (as defined below) in the Action be settled on behalf of Plaintiffs and the Settlement Class Members upon the terms set forth below, and they have concluded that such terms are fair, reasonable, and adequate, and that this Settlement will result in significant benefits to the Settlement Class;

WHEREAS, Collins admits no wrongdoing or liability and expressly denies any and all of the allegations or claims asserted by Plaintiffs in the Action and any and all allegations or claims asserted against CAG in the Interpleader Action, and this Settlement Agreement and the settlement discussions between the Parties preceding it shall in no manner constitute, be construed as, or be deemed evidence of, an admission or concession of fault or liability of any kind by Collins or any of the other Non-Collins Defendants;

WHEREAS, the Parties have concluded that it is desirable that the Action be finally settled upon the terms and conditions set forth in this Settlement Agreement;

WHEREAS, the Parties have reached an agreement to settle the claims in the Action on the terms and conditions set forth in this Settlement Agreement;

WHEREAS, the Parties have decided to enter into this Settlement Agreement because it provides substantial and meaningful benefits to the Settlement Class Members and to avoid the uncertainties of continued litigation;

WHEREAS, this Settlement Agreement further resolves all claims and counterclaims in the currently pending related Interpleader Action because all the Interpleader Defendants, with the exception of Diversified and Sonoqui, are part of the Settlement Class, and as a result, following final approval and as described further in this Settlement Agreement, all claims and counterclaims in the Interpleader Action will be dismissed with prejudice;

WHEREAS, this Settlement Agreement provides a substantial benefit to both Diversified and Sonoqui as it resolves and extinguishes all potential claims that any of their lenders have against them related to and/or arising from the lenders' loans to Diversified and/or Sonoqui relating to proceeds thereof that were ultimately loaned to CAG; and

NOW, THEREFORE, it is agreed, by and among the undersigned, that this Action shall be settled and both the Action and Interpleader Action shall thereafter

be dismissed with prejudice on the terms and conditions set forth herein, subject to judicial approval. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

I. INCORPORATION OF RECITALS

1.1 The foregoing Recitals are an integral part of this Settlement Agreement and are incorporated herein by reference.

II. DEFINITIONS

2.1 “Action” shall mean the lawsuit styled, *Stephen Thaxton and Patricia Thaxton v. Collins Asset Group, LLC, et al.*, No. 1: 20-cv-00941-ELR (N.D. Ga.).

2.2 “Administrative Costs” shall mean all reasonable costs and expenses of the Settlement Administrator incurred in carrying out its duties under this Settlement Agreement, including, without limitation, validating Settlement Class Members and determining eligibility for benefits under the Settlement, administering, calculating, and distributing the Settlement Payments and its benefits to Settlement Class Members, providing notice including any publication, and paying Taxes.

2.3 “ALT Money Investments” shall mean ALT Money Investments LLC, ALT Money Investments II LLC, ALT Money Investments III LLC, and ALT Money Investments IV LLC, and each of their past and present affiliates and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners,

equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

2.4 “Attorneys’ Fees” shall mean any and all attorneys’ fees of Class Counsel for their past, present, and future work and efforts in connection with this Action, and the resulting Settlement.

2.5 “Bar Order” shall mean the bar order described in Section 11.2.

2.6 “Business Days” shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

2.7 “CAG” shall mean Collins Asset Group, LLC and its past and present affiliates and its and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

2.8 “Collins & Hilton” shall mean Collins & Hilton Asset Group, LLC and its past and present affiliates and its and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

2.9 “Claims” shall mean claims, liabilities, demands, causes of action or lawsuits, known or unknown, whether legal, statutory, equitable or of any other type or form, whether under federal or state law, however denominated, and whether brought in an individual, representative or any other capacity.

2.10 “Claim Form” shall mean that form Settlement Class Members submit (either in paper form or via the Settlement Website) to claim benefits under the Settlement, attached hereto as **Exhibit A**.

2.11 “Class Counsel” shall mean The Doss Firm, LLC and Levine Kellogg Lehman Schneider + Grossman LLP.

2.12 “Court” shall mean the United States District Court for the Northern District of Georgia.

2.13 “Non-Collins Defendants” shall mean Diversified Financing LLC, Sonoqui LLC, ALT Money Investments, LLC, ALT Money Investments II, LLC, ALT Money Investments III, LLC, and ALT Money Investments IV, LLC, and Mark W. Miller and each of their past and present affiliates and all of their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

2.14 “Collins” shall mean CAG and Collins & Hilton.

2.15 “Collins’ Counsel” shall mean J. Robbin Law, PLLC and Blank Rome LLP.

2.16 “Defendants” shall mean Collins and the Non-Collins Defendants.

2.17 “Defendants’ Released Parties” shall mean Collins and the Non-Collins Defendants and each of their past and present affiliates and all of their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

2.18 “Distributable Settlement Amount” shall have the meaning ascribed to it in Section 5.2(a).

2.19 “Diversified” shall mean Diversified Financing LLC and its past and present affiliates and its and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns, including the ALT Money Investments.

2.20 “Diversified Entities” shall mean Diversified, Sonoqui or any of the ALT Money Investments.

2.21 “Effective Date” shall mean the date upon which the Final Order and Judgment is no longer subject to appeal or review, whether by exhaustion of any possible appeal, lapse of time, or otherwise.

2.22 “Entity” shall mean any corporation, partnership, limited liability company, association, trust, or other organization of any type.

2.23 “Escrow Account” shall mean an account at an established financial institution agreed upon by the Parties that is established for the deposit of any amounts relating to the Settlement.

2.24 “Fairness Hearing” shall mean the hearing to be held before the Court pursuant to Federal Rule of Civil Procedure 23(e) to determine whether the Settlement Agreement should receive Final Approval by the Court.

2.25 “Fee and Expense Application” shall mean the petition, to be filed by Class Counsel, seeking approval of an award of Attorneys’ Fees and Reimbursable Expenses.

2.26 “Final Approval” shall mean the entry of the Final Order and Judgment.

2.27 “Final Order and Judgment” or “Final Approval Order” shall mean an order and judgment that the Court enters after the Fairness Hearing, which finally approves the Settlement Agreement and all the terms contained therein, certifies the Settlement Class, dismisses Defendants from the Action with prejudice, and

otherwise satisfies the settlement-related provisions of the Federal Rules of Civil Procedure 23 in all respects.

2.28 “Interpleader Action” shall mean the currently pending related interpleader action captioned *Collins Asset Group, LLC v. Diversified Financing LLC, et al.*, No. 1:20-CV-02818-ELR (N.D. Georgia).

2.29 “Mediator” shall mean Hunter R. Hughes, III.

2.30 “Member of the Settlement Class” or “Settlement Class Member” shall mean any member of the Settlement Class as defined in Section 3.1.

2.31 “Notice” shall mean the notice, substantively identical in all material respects to that attached hereto as **Exhibit B**, to be provided directly to Settlement Class Members and published pursuant to Section 4.2 and made available on the Settlement Website and the website of Class Counsel following publication of the Notice.

2.32 “Notice Date” shall mean 20 days after the Court enters the Preliminary Approval Order.

2.33 “Notice Costs” shall mean all reasonable costs and expenses of the Settlement Administrator, including without limitation, all expenses or costs associated with providing Notice to the Settlement Class.

2.34 “Parties” shall mean Plaintiffs and Collins (individually and/or collectively).

2.35 “Plan of Allocation” shall mean the plan or formula of allocation of the Distributable Settlement Amount as approved by the Court, which plan or formula shall govern the distribution of the Distributable Settlement Amount, as reflected in Section IX of this Settlement Agreement.

2.36 “Preliminary Approval Order” shall mean an order entered by the Court preliminarily approving the Settlement pursuant to Section 4.1, substantively identical in all material respects to that attached hereto as **Exhibit C**.

2.37 “Objection Deadline” shall mean 60 days after Notice Date.

2.38 “Opt-Out Deadline” shall mean 60 days after Notice Date. Any party that chooses to opt-out shall provide notice of the opt-out including notice of the amount of its potential claim as part of the Settlement Class, as more particularly described in the Notice attached hereto as Exhibit B.

2.39 “Reimbursable Costs” shall mean any and all costs and expenses of Class Counsel for their expenditures made in connection with this Action and the resulting Settlement.

2.40 “Released Claims” shall mean all actions, claims, or allegations related to any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or

unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, which the Settlement Class ever had, now has or hereafter can, shall or may have against Collins and the Non-Collins Defendants for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Settlement Agreement, including without limitation any claim related to and/or arising from (1) the Action, (2) the Interpleader Action or (3) any promissory notes or membership interests held by each of the Settlement Class Members issued by Diversified, Sonoqui and/or the ALT Money Investments.

2.41 “Settlement” shall mean the compromise and resolution embodied in this Settlement Agreement.

2.42 “Settlement Administrator” shall mean RG2 Claims Administration LLC.

2.43 “Settlement Amount” shall mean a common settlement fund in the amount of fifteen million seven hundred fifty-five thousand and 00/100 United States Dollars (\$15,755,000.00). This Settlement Amount represents the total amount of the proposed stake in the Interpleader Action and all monies that CAG owes or could owe to Diversified, Sonoqui and/or the ALT Money Investments pursuant to the promissory notes between CAG and those entities. The Settlement Class Members acknowledge that this Settlement Amount is in full and complete satisfaction of all

Claims they may have against Collins and the Non-Collins Defendants, including, but not limited to, all loans to Diversified, Sonoqui, and/or the ALT Money Investments. To the extent that any Settlement Class Member opts-out of the Settlement Class, that member's *pro rata* distribution amount that they otherwise would have received under this Settlement Agreement shall be deducted from the Settlement Amount.

2.44 "Settlement Class" shall have the meaning ascribed to it in Section 3.1.

2.45 "Settlement Payment" shall mean that portion of the Distributable Settlement Amount paid or payable to a specific Settlement Class Member, as calculated pursuant to Sections 9.3 and 9.4.

2.46 "Settlement Website" shall have the meaning ascribed to it in Section 4.6.

2.47 "Sonoqui" shall mean Sonoqui LLC and its past and present affiliates and its and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

2.48 "Taxes" shall have the meaning ascribed to it in Section 5.1(e).

2.49 "Tax-Related Costs" shall have the meaning ascribed to it in Section 5.1(e).

III. CLASS CERTIFICATION

3.1 ***Stipulation to Settlement Class.*** Solely for purposes of the Settlement and for no other purpose, each of the Parties stipulates and agrees that the Action shall proceed as a class action under Rule 23 of the Federal Rules of Civil Procedure. Plaintiffs shall seek, and Collins will not oppose, certification of a class, referred to herein as the “Settlement Class,” pursuant to Rule 23(b)(3), for settlement purposes only, which consists of any individual and/or entity and their assignees who are citizens of the United States, who lent money to Diversified, Sonoqui or any of the ALT Money Investments, and in exchange received a promissory note and/or membership interests issued by Diversified, Sonoqui, or any of the ALT Money Investments indicating that the money would thereafter be loaned to CAG. For the avoidance of doubt, the Settlement Class includes all known and unknown Interpleader Defendants, with the exception of Diversified and Sonoqui, who have or could have asserted a claim to the proposed stake in the Interpleader Action. In addition to those individuals and/or entities excluding from the this Class Definition alleged in the Amended Complaint, the Settlement Class excludes any individual or entity that files a timely Opt-Out.

3.2 ***No Agreement or Admission.*** Nothing in this Settlement Agreement shall be construed as an agreement or admission by Collins that the Action or any similar case is amenable to class certification for trial purposes. Nothing in this

Settlement Agreement shall be construed as an agreement or admission by Plaintiffs that the Action or any similar case is not amenable to class certification for trial purposes.

3.3 ***No Waiver.*** Nothing in this Settlement Agreement shall prevent Plaintiffs from seeking class certification or appealing any denial of class certification if the Settlement does not receive Final Approval or if the Effective Date does not occur for any reason. Nothing in this Settlement Agreement shall prevent Collins or the Non-Collins Defendants from opposing or appealing class certification or seeking de-certification of any class if the Settlement does not receive Final Approval or if the Effective Date does not occur for any reason.

IV. MOTION FOR PRELIMINARY APPROVAL

4.1 ***Motion for Preliminary Approval.*** As soon as is practicable after execution of this Settlement Agreement, Plaintiffs shall move the Court in the Action for preliminary approval of the Settlement, including entry of an Order substantively identical in all material respects to the form of the Preliminary Approval Order attached as **Exhibit C** hereto.

4.2 ***Settlement Notice.*** Within twenty (20) Business Days of the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Notice by first-class mail or electronic mail (if available) to the Settlement Class Members. The Notice will be sent to the last known electronic mail address (if any) or last

known mailing address of the known Settlement Class Members, which mailing address has been ascertained by the Parties after joint diligence and updated through the National Change of Address database by the Settlement Administrator before mailing (with all returned mail skip-traced and promptly re-mailed), and will be in the form attached hereto as **Exhibit B**. Additional notice will be provided by regional publication or otherwise, based on the location of the largest percentage of Settlement Class Members and as best determined by the Settlement Administrator after consulting the Parties. This regional publication will be made within twenty (20) Business Days of the entry of the Preliminary Approval Order, and then again 30-days following the initial publication. Notice of this Settlement and the Bar Order (as outlined in Section 11.2 below) will be separately provided to Diversified and Sonoqui at their last known mailing address and through their registered agents and the Florida Secretary of State. In addition, notice will be provided to the U.S. Attorney's Office of the Eastern District of Virginia and Daryl Bank's defense counsel in the action captioned *U.S. v. Daryl Bank, et al.*, No. 2:17-cr-126, pending in the United States District Court for the Eastern District of Virginia. Finally, notice will be attempted personally on Daryl Bank.

4.3 Special Notice. Within twenty (20) Business Days of the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Notice by first-class mail or electronic mail (if available) to the individuals and entities listed in

Exhibit D, who, upon information and belief, worked with Diversified and/or Sonoqui to identify potential lenders. If additional such persons or Settlement Class Members become known during the claims process, Notice shall be given to them by the Administrator within ten (10) Business Days of their identities becoming ascertained.

4.4 ***Class Action Fairness Act Notice.*** Within ten (10) Business Days after filing of this Settlement Agreement with the Court, Collins shall comply with the notice requirements of 28 U.S.C. § 1715 and shall file a notice confirming compliance prior to the Fairness Hearing.

4.5 ***Interpleader Action Notices.*** Simultaneously with Plaintiffs' filing of the Motion for Preliminary Approval, CAG will file a Notice of Settlement in the Interpleader Action in the form attached hereto as **Exhibit E**. In an effort to make all potential Settlement Class Members fully aware of the Settlement and claims process, CAG will provide additional periodic notices of the Action's Settlement progress in the Interpleader Action.

4.6 ***Settlement Website.*** Within twenty (20) Business Days of the entry of the Preliminary Approval Order and no later than the first date that the mailing of the Notice occurs, the Settlement Administrator shall establish the Settlement Website, which will contain the Notice and this Settlement Agreement and its exhibits. The Notice will identify the web address of the Settlement Website.

4.7 ***Settlement Information Line.*** Within twenty (20) days of the entry of the Preliminary Approval Order, and no later than the first date of mailing of the Notice, the Settlement Administrator shall establish a toll-free telephone number (the “Settlement Information Line”) to which Settlement Class Members can direct questions about the Settlement. The Settlement Administrator shall develop a question-and-answer-type script, with input and approval from Collins’ Counsel and Class Counsel, for the use of persons who answer calls to the Settlement Information Line.

4.8 ***Right to Object.*** Members of the Settlement Class shall be permitted to object to the Settlement. Requirements for filing an objection shall be as set forth in the Preliminary Approval Order.

V. PAYMENTS TO THE CLASS

5.1 *The Settlement Amount.*

(a) Collins shall cause the Settlement Amount to be deposited via wire transfer into the Escrow Account within ten (10) Business Days of entry of the Final Order and Judgment.

(b) Subject to Court approval and oversight, the Escrow Account will be controlled by the Settlement Administrator. Neither Collins nor Plaintiffs shall have any liability whatsoever for the acts or omissions of the Settlement Administrator, including for the Settlement Administrator’s role as escrow agent.

The Settlement Administrator shall not disburse the Settlement Amount or any portion thereof except as provided for in this Settlement Agreement, by an Order of the Court, or with prior written agreement of both Class Counsel and Collins' Counsel.

(c) The Settlement Administrator is authorized to execute transactions on behalf of the Settlement Class Members that are consistent with the terms of this Settlement Agreement and with Orders of the Court.

(d) All funds held in the Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until the funds are distributed in accordance with this Settlement Agreement.

(e) All (i) taxes on the income of the Escrow Account ("Taxes") and (ii) expenses and costs incurred in connection with the taxation of the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) ("Tax-Related Costs") shall be timely paid by the Settlement Administrator out of the Escrow Account.

(f) The Settlement Amount, together with any interest accrued thereon, will be used to pay the following amounts associated with the Settlement:

- (i) Compensation to Settlement Class Members determined in accordance with Section 5.2 and Section IX;
- (ii) All Attorneys' Fees and Reimbursable Expenses approved by the Court;

- (iii) Notice Costs and Administrative Costs incurred by the Settlement Administrator; and
- (iv) Taxes and Tax-Related Costs.

(g) For the avoidance of doubt, the Settlement Amount represents the total amount Collins owes under this Settlement Agreement and is in full and complete satisfaction of the stake in the related Interpleader Action and all amounts owed by CAG to Diversified, Sonoqui and the ALT Money Investments.

5.2 *Distribution to Settlement Class Members.*

(a) The money remaining from the Settlement Amount, including any accrued interest thereon, after (i) the removal of amounts for those parties who opted out of the Settlement, (ii) payment of any approved Attorneys' Fees, approved Reimbursable Costs, and (iii) payment of Notice Costs, Taxes and Tax-Related Costs, and amounts due to the Settlement Administrator for its services administering the Settlement, shall be available for distribution to Settlement Class Members (the "Distributable Settlement Amount").

(b) To the extent any amounts are deducted from the Settlement Amount due to Opt-Outs, Collins retains the amount removed from the Settlement Amount.

(c) The Distributable Settlement Amount shall be divided among Settlement Class Members in accordance with the Plan of Allocation set forth in Section IX below.

(d) The Settlement Administrator shall disburse the Distributable Settlement Amount as promptly as possible after the Effective Date and, in any event, no later than 270 days after the Effective Date.

(e) The Settlement Administrator shall make all Settlement Payments by check made payable to the Settlement Class Member according to the addresses/accounts provided by the Settlement Class Members in the Claims Process as detailed in Section 9.2.

(f) Settlement Class Members must cash or otherwise negotiate and present Settlement Payment checks within ninety (90) days of issuance. If they do not do so, the checks will be void. This limitation shall be printed on the face of each check. For any checks that are mailed but become void after the first issuance, the Settlement Administrator shall reissue and undertake a second mailing of such checks. Settlement Class Members must cash or otherwise negotiate and present such reissued checks within ninety (90) days of reissuance or those reissued checks will be void. The voidance of checks shall have no effect on the Settlement Class Members' release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

5.3 *Treatment of Uncashed Checks.* If any Settlement Payment checks are issued and reissued pursuant to Section 5.2(f) above but remain uncashed ninety-one (91) days after reissuance, then the Settlement Administrator shall, within one

hundred eighty (180) days after the check's reissuance date, forward the amount of such Settlement Payment to the appropriate escheat, unclaimed property, or abandoned property fund for the state in which the payee Settlement Class Member is last known to have resided. The Settlement Administrator shall retain records of any such escheatment and provide those records to Class Counsel and Collins' Counsel upon request.

5.4 ***Certification of Settlement Administrator.*** Within fourteen (14) Business Days of completing all actions required by Sections 4.2, 4.3, 4.6, 4.7, 5.2 and 5.3, the Settlement Administrator shall send to Collins' Counsel one or more affidavits stating the following: (a) the name of each Settlement Class Member to whom the Settlement Administrator sent the Notice, and the address of such mailing; (b) the date(s) upon which the Settlement Administrator sent the Notice to each Settlement Class Member; (c) the name of each Settlement Class Member whose Notice was returned as undeliverable; and (d) the name of each Settlement Class Member to whom the Settlement Administrator made a distribution from the Distributable Settlement Amount, together with the amount (and form if by reimbursement to Collins under Section 5.2) of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable.

5.5 *Entire Monetary Obligation.* In no event, and notwithstanding anything else in this Settlement Agreement, shall Collins be required to pay any amounts other than the Settlement Amount. It is understood and agreed that Collins' monetary obligations under this Settlement Agreement will be fully discharged by paying the amounts specified in Section 5.1 above into the Escrow Account, and that Collins shall have no other monetary obligations, or obligations to make any other payments under this Settlement Agreement or otherwise in connection with this Settlement or the Interpleader Action.

VI. SETTLEMENT ADMINISTRATION

6.1 The Settlement Administrator shall perform the functions as are specified in this Settlement Agreement and its Exhibits, including, but not limited to, overseeing administration of the Settlement Amount; operating the Settlement Website and a toll-free number; administering the claims processes; and distributing the Settlement benefits described herein. In addition to other responsibilities that are described in this Settlement Agreement, the duties of the Settlement Administrator include:

- (a) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- (b) Establishing a procedure, to verify that claimants are Settlement Class Members;

(c) Establishing and maintaining a post office box for mailed written objections and notifications of exclusion from the Settlement Class;

(d) Establishing and maintaining the Settlement Website that, among other things, allows Settlement Class Members to submit Claims Forms electronically;

(e) Responding to Settlement Class Member inquiries in conjunction with Class Counsel and Collins' Counsel via U.S. mail, e-mail, and telephone;

(f) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;

(g) Mailing to Settlement Class Members who request it paper copies of the Notice and Claim Forms;

(h) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;

(i) Paying Taxes;

(j) Processing all objections and requests for exclusion from the Settlement Class;

(k) Receiving requests for exclusion and objections from Settlement Class Members and promptly providing copies thereof to Class Counsel and Collins'

Counsel. If the Settlement Administrator receives any requests for exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Collins' Counsel;

(l) Providing, no later than five (5) Business Days after the Opt-Out and Objection Deadlines, a final report to Class Counsel and Collins' Counsel that summarizes the number of written requests for exclusion, objections, and other pertinent information as requested by Class Counsel or Collins' Counsel;

(m) Providing weekly reports and a final report to Class Counsel and Collins' Counsel that summarize the number of Claims, Opt-Outs and Objections, since the prior reporting period, the total number of Claims received to date, the number of any Claims approved and denied since the prior reporting period, the total number of Claims approved and denied to date, and other pertinent information as requested by Class Counsel or Collins' Counsel;

(n) Making available for inspection by Class Counsel and Collins' Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

(o) After the Effective Date, processing and transmitting distributions to Settlement Class Members;

(p) In advance of the Fairness Hearing, preparing an affidavit to submit to the Court that: (i) provides pertinent information relating to the claims process as requested by Class Counsel; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; and

(q) Performing any function at the agreed-upon instruction of both Class Counsel and Collins' Counsel, including, but not limited to, verifying that payments have been distributed to Settlement Class Members.

6.2 The Parties, Class Counsel, and Collins' Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Amount; (iii) the formulation, design or terms of the disbursement of the Settlement Amount; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Amount; (v) any losses suffered by or fluctuations in the value of the Settlement Amount; or (vi) the payment or withholding of any taxes, expenses or costs incurred in connection with the taxation of the Settlement Amount or the filing of any returns.

6.3 The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Collins' Counsel for (i) any act or omission or

determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Amount; (iii) the formulation, design or terms of the disbursement of the Settlement Amount; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Amount; (v) any losses suffered by, or fluctuations in the value of the Settlement Amount; or (vi) the payment or withholding of any taxes, expenses, or costs incurred in connection with the taxation of the Settlement Amount or the filing of any returns.

VII. RELEASES, COVENANTS AND INJUNCTION

7.1 Upon entry of the Final Approval Order, the Settlement Class Members, on behalf of themselves, and each of their past and present affiliates and their past and present predecessors, successors, assigns, heirs, subsidiaries, owners, equity holders, members, managers, directors, officers, employees, representatives, insurers, agents, attorneys, lenders, investors, and creditors shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged Defendants' Released Parties from each and every Released Claim.

7.2 ***Injunction.*** Upon the Effective Date, all Settlement Class Members shall be enjoined from instituting, maintaining, prosecuting, or asserting any claim,

cause of action, or demand on the basis of, connected with, or arising out of the Released Claims, whether arising before or after the date of the Final Order and Judgment, whether known or unknown, against any and all of Defendants' Released Parties. Nothing herein shall bar any claim seeking enforcement of this Settlement Agreement, the Preliminary Approval Order, or the Final Approval Order.

7.3 *Dismissal of Interpleader Action.* Upon the Effective Date of this Settlement Agreement all claims and counterclaims by CAG and the Settlement Class Members in the related Interpleader Action are dismissed with prejudice.

7.4 *Unknown Facts.* Plaintiffs, Class Counsel, and the Settlement Class Members may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with Defendants, and the Defendants' Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Settlement Class Member not to object to the Settlement. Notwithstanding the foregoing, each Settlement Class Member and the Plans shall expressly, upon the entry of the Final Approval Order, be deemed to have, and by operation of the Final Approval Order, shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Settlement Class Members acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the

foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.

7.5 ***Unknown Claims.*** Each Plaintiff and Settlement Class Member hereby stipulates and agrees with respect to any and all Released Claims that, upon entry of the Final Approval Order, Plaintiffs and the Settlement Class Members shall be conclusively deemed to, and by operation of the Final Approval Order shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims pertaining specifically to Section 1542 of the California Civil Code, which provides:

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.

Upon entry of the Final Approval Order, the Plaintiffs and Settlement Class Members, shall also, with respect to the Released Claims, waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

VIII. ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARD

8.1 ***Fee and Expense Application.*** Class Counsel intends to submit a Fee and Expense Application, seeking Attorneys' Fees based on the value of the Settlement and the work performed in an amount not to exceed 25% of the Settlement Amount (i.e., \$3,938,750), plus reasonable Reimbursable Expenses, and Collins will not oppose the Fee and Expense Application up to this amount. Any amount awarded by the Court in response to such Fee and Expense Application shall be paid by the Settlement Administrator solely out of the Settlement Amount and shall be deducted (to the extent approved by the Court) from the Settlement Amount and paid to Class Counsel within fourteen (14) Business Days of the Effective Date.

8.2 ***No Termination.*** Notwithstanding any other provision of this Settlement Agreement to the contrary, the procedure for and the allowance or disallowance (in whole or in part) by the Court of the Fee and Expense Application to be paid out of the Settlement Amount shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any Order or proceedings relating to the award of Attorneys' Fees, or any appeal of any Order relating thereto, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

8.3 ***Incentive Award.*** If, before the Distributable Settlement Amount is fully distributed, the holding in *Johnson v. NPAS Solutions, LLC*, No. 18-12344, 2020

WL 5554412 (11th Cir. Sept. 17, 2020), barring incentive awards for class representatives is reversed, overturned, expunged or otherwise rejected as the law in the United States Eleventh Circuit Court of Appeals, then Plaintiffs Stephen and Patricia Thaxton shall each receive a \$5,000 incentive award for their service as class representatives. The Incentive Award shall be paid from the Settlement Amount or, if any portion of the Distributable Settlement Amount has already been distributed to class members, then the Incentive Award shall be paid by Class Counsel from the attorney's fees earned in this case. The Parties recognize that this incentive award had been agreed upon at mediation prior to the court's ruling in *Johnson*.

IX. PLAN OF ALLOCATION

9.1 ***Claims Period.*** There will be a claims period that will run for One Hundred Twenty (120) days after the issuance of the Preliminary Approval Order.

9.2 ***Claims Process.*** To be considered for eligibility for a distribution of the Distributable Settlement Amount under this Settlement Agreement, Settlement Class Members must submit Claim Forms to the Settlement Administrator electronically through the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period. Plaintiffs and Settlement Class Members must submit Reasonable Documentation supporting their claims. As used herein, "Reasonable Documentation" means documentation supporting a claim and the total principal

amount paid by Settlement Class Members to Diversified, Sonoqui and/or the ALT Money Investments and interest payments received back from those entities. This includes but is not limited to promissory notes or similar agreements issued by Diversified, Sonoqui and/or the ALT Money Investments along with bank statements, credit card statements, account statements created by self-directed IRA custodians, copies of checks, wire transfer documentation, and/or receipts evidencing principal loans made by Plaintiffs and Settlement Class Members to Diversified, Sonoqui, and/or the ALT Money Investments. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Members do not constitute Reasonable Documentation but may be included to provide clarification, context or support for other submitted Reasonable Documentation. In addition, all Settlement Class Members must submit an affidavit under oath attesting to any amounts already received as prior distributions and such amount shall be deducted from that Settlement Class Member's overall claim.

9.3 *Distribution of Distributable Settlement Amount.*

(a) Within sixty (60) days after the expiration of the Claims Period, the Settlement Administrator shall provide Class Counsel and Collins' Counsel with a final report identifying each Settlement Class Member that submitted a valid claim along with the amount of the principal amount paid to Diversified, Sonoqui or any

of the ALT Money Investments less the amount of distributions that the Settlement Class Members received from those entities.

(b) As soon as practicable but in no event later than 270 days after the Effective Date, the Settlement Administrator shall distribute the Distributable Settlement Amount to those Settlement Class Members that submitted a valid claim in the *pro rata* amount of the Distributable Settlement Amount based on the principal loaned by the Settlement Class Members less distributions received until the entire Distributable Settlement Amount is depleted in its entirety.

9.4 To the extent any amount remains after the distribution of the principal amount loaned by the Settlement Class Members that submitted a valid claim, the Settlement Administrator will then distribute to Settlement Class Members a *pro rata* amount of remaining Distributable Settlement Amount related to the interest on each claimed promissory note.

9.5 ***Tax Obligations.*** The Parties acknowledge that any payments to Settlement Class Members or their attorneys may be subject to applicable tax laws. Defendants, Collins' Counsel, Class Counsel, and Plaintiffs will provide no tax advice to the Settlement Class Members and make no representation regarding the tax consequences of any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any Settlement Payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of

such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Each Settlement Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Settlement Class Member shall hold Defendants, Defendants' Released Parties, Collins' Counsel, Plaintiffs, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold Defendants, Defendants' Released Parties, Collins' Counsel, Plaintiffs, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

9.6 Disputes and Appeals.

(a) To the extent the Settlement Administrator determines a claim is deficient in whole or in part, within fourteen (14) days after making such a determination, the Settlement Administrator shall notify the Settlement Class Member in writing (including by email where the Settlement Class Member selects email as his or her preferred method of communication) of the deficiencies and give

the Settlement Class Member 30 days to cure the deficiencies. Notice shall also be given to Class Counsel and Collins' Counsel. The notice shall inform the Settlement Class Member that he or she can either attempt to cure the deficiencies outlined in the notice or dispute the determination in writing and request an appeal. If the Settlement Class Member attempts to cure the deficiencies but, in the sole discretion and authority of the Settlement Administrator fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 14 days of the determination. The notice shall inform the Settlement Class Member of his or her right to dispute the determination in writing and request an appeal within 30 days. The Settlement Administrator shall have the sole discretion and authority to determine whether a claim is deficient in whole or part but may consult with the Parties in making individual determinations.

(b) If a Settlement Class Member disputes a determination in writing (including by e-mail where the Settlement Class Member selects e-mail as his or her preferred method of communication) and requests an appeal, the Settlement Administrator shall provide Class Counsel and Collins' Counsel a copy of the Settlement Class Member's dispute and Claim Form along with all documentation or other information submitted by the Settlement Class Member. Class Counsel and Collins' Counsel will confer regarding the claim submission, and their agreement on approval of the Settlement Class Member's claim, in whole or part, will be final. If

Class Counsel and Collins' Counsel cannot agree on approval of the Settlement Class Member's claim, in whole or part, the dispute will be submitted to a mutually-agreeable neutral third-party who will serve as the claims referee. If no agreement is reached on selection of the claims referee, the Parties will submit proposals to the Court. The Court will have final, non-appealable decision-making authority over designating the claims referee. The claims referee's decision will be final and not subject to appeal or further review. All costs associated with the disputes and appeals process will be included under the costs associated with the Settlement Class Administrator. The Releases and Injunctions under Section VII of this Settlement Agreement apply to any Settlement Class Member who fails to submit a claim or who submits a claim which is denied in accordance with terms of this Settlement Agreement.

X. CONTINGENCIES, EFFECT OF DISAPPROVAL OR TERMINATION OF SETTLEMENT

10.1 If the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies any material aspect of this Settlement Agreement or the proposed Preliminary Approval Order or Final Order and Judgment, including, but not limited to the Released Claims, Bar Order, or Defendants' Released Parties, included therein, Plaintiffs or Collins may terminate this Settlement Agreement and the Settlement as set forth in Section 11.2 below.

10.2 This Settlement Agreement and the Settlement shall terminate and be cancelled if, within ten (10) Business Days after any of the following events, one of the Parties provides written notification of an election to terminate the Settlement:

(a) The Court declines to provide preliminary approval of this Settlement Agreement, or declines to enter or materially modifies the contents of the Preliminary Approval Order attached hereto as **Exhibit C**; or materially changes the definition of Released Claims, Defendants' Released Parties or the contents of the Bar Order in Section 11.2; or

(b) The Court declines to provide final approval of this Settlement Agreement; or

(c) The Court's Final Order and Judgment is vacated, reversed or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or

(d) If more than five (5) Settlement Class Members opt out of the Settlement.

For purposes of this Settlement Agreement and this Section 10.2, no Order of the Court, or modification or reversal on appeal of any Order of the Court, solely concerning the administration of the Settlement or the person(s) performing such administrative functions, or the amount, advancement or award of any Attorneys'

Fees shall constitute grounds for cancellation or termination of the Settlement Agreement.

10.3 This Settlement Agreement and the Settlement shall terminate and be cancelled if (a) any federal or state authorities object to material terms of the Settlement Agreement or request material modifications to the Settlement Agreement with respect to, including, but not limited to, the Settlement Amount, Released Claims, Defendants' Released Parties or the Bar Order; and (b) within thirty (30) days of receiving any such objection or request, Plaintiffs or Collins provides written notice to the other of its election to terminate the Settlement.

10.4 If for any reason this Settlement Agreement is terminated or fails to become effective, then the Parties shall be deemed to have reverted to their respective status, which shall then resume proceedings in the Court, and the Parties shall proceed in all respects as if this Settlement Agreement and any related orders had not been entered.

XI. BAR ORDER

11.1 Collins has vigorously denied, and continues to deny, that they committed any violation of any state, federal, municipal or local laws, whether based on statute, regulation, common law or otherwise, and has vigorously denied and continues to deny all allegations of wrongdoing or liability whatsoever with respect to the Released Claims, including any and all claims of wrongdoing or liability

alleged or asserted in the Action and the Interpleader Action. Collins agrees to this Settlement solely because it will eliminate the burden, expense and uncertainties of further litigation. Further, this Settlement provides a substantial benefit to the Non-Collins Defendants as it provides a full release of all claims relating to the Action, as well as complete payment and full relief relating to all loans, agreements and promissory notes owed by Diversified, Sonoqui and the ALT Money Investments to the Settlement Class Members. This Settlement Agreement, and any of its terms, any agreement or order relating thereto, and any payment or consideration provided for herein, is not and shall not be construed as an admission by Collins or any of the Plaintiffs or Settlement Class Members of any fault, wrongdoing, or liability whatsoever, or an admission by Plaintiffs of any lack of merit of its claims against Collins and the Non-Collins Defendants. This Settlement Agreement, and any of its terms, and any agreement or order relating thereto, shall not be offered by any Party or Settlement Class Member to be received in evidence in any civil, criminal, administrative, or other proceeding, or utilized in any manner as a presumption, a concession, or an admission of any fault, wrongdoing, or liability on the part of Defendants. However, nothing contained in this paragraph shall prevent this Settlement Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto) or the Final

Order and Judgment. This Settlement Agreement may be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of this Settlement, including, but not limited to, the Parties' filing the Settlement Agreement and/or the Final Order and Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, waiver, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.2 BAR ORDER AND INJUNCTION: THE BARRED PERSONS ARE PERMANENTLY BARRED, ENJOINED, AND RESTRAINED FROM ENGAGING IN THE BARRED CONDUCT AGAINST COLLINS WITH RESPECT TO THE BARRED CLAIMS, as those terms are defined below:

(a) The "Barred Persons": (i) Diversified and each of its past and present affiliates, including but not limited to the ALT Money Investments, and its and their past and present predecessors, successors, assigns, heirs, subsidiaries, owners, equity holders, members, managers, directors, officers, employees, representatives, insurers, agents, attorneys, lenders, investors, and creditors (the "Diversified Barred Persons"); (ii) Sonoqui and each of its past and present affiliates and its and their past and present predecessors, successors, assigns, heirs, subsidiaries, owners, equity holders, members, managers, directors, officers, employees, representatives, insurers, agents, attorneys, lenders, investors, and

creditors (the “Sonoqui Barred Persons”); and (iii) any person or entity claiming by or through the Diversified Barred Persons and/or the Sonoqui Barred Persons, whether individually, derivatively, directly, indirectly, or through a third party, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, including any trustee in bankruptcy or otherwise.

(b) The “Barred Conduct”: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, otherwise prosecuting, or otherwise pursuing or litigating any case, action, or otherwise, based upon any liability, responsibility, or any alleged claim or potential liability or responsibility, directly or indirectly, arising out of or relating in any way to the Barred Claims.

(c) The “Barred Claims”: any and all known or unknown actions, causes of action, suits, claims, counterclaims, third-party claims, or any proceeding of any nature, including, but not limited to, litigation, arbitration, or other proceeding, in any state or federal court, or in any other court, arbitration forum, administrative agency, or other forum in the United States or elsewhere, whether arising under local, state, federal or foreign law that in any way arises out of, relates to, is based upon, and/or connected with the Released Claims, any claim that was asserted, or that could have been asserted, in the Action or the Interpleader Action, or that is in any way related to the transactions and circumstances alleged in those

actions, any agreements and/or promissory notes between CAG and Diversified, and/or any agreements and/or promissory notes between CAG and Sonoqui. Nothing herein shall in any way bar or limit Collins' ability to raise all arguments and defenses related to the Released Claims and/or Barred Claims in any action or proceeding brought by any regulator, or governmental agency in the United States or elsewhere.

11.3 Nothing contained herein shall prevent any Party from raising claims for contribution and indemnification in any proceeding or action against any other Party by any Settlement Class Member who chooses to opt out of this Settlement Agreement, or any other individual or entity, including any governmental agency that brings a claim related to the facts and circumstances of this Action.

11.4 The Bar Order in Section 11.2 is an integral part of this Settlement Agreement, without which Collins would not have agreed to or executed this Settlement Agreement. In the event that the Bar Order is not approved or is modified by the Court in any manner, regardless of whether it is deemed by Plaintiffs to be a material modification or not, Collins has the right to terminate this Settlement Agreement pursuant to Section 10.2 above.

11.5 Upon entry of Final Approval of this Settlement Agreement and Bar Order as above, CAG forever releases and discharges the Diversified Barred Persons and the Sonoqui Barred Persons from any and all claims with respect to, or arising

out of, or related to, the Barred Claims. For the avoidance of doubt, CAG's release of the Diversified Barred Persons and the Sonoqui Barred Persons shall not become effective until the Effective Date. Notwithstanding the foregoing, nothing in this Section 11.5 shall preclude Collins from asserting any claims for contribution and indemnification against Diversified Barred Person or Sonoqui Barred Person in any proceeding or action by any Settlement Class Member who chooses to opt out of this Settlement Agreement.

11.6 To the extent the Bar Order is vacated or deemed ineffectual after the Effective Date, CAG's release and discharge of the Diversified Barred Persons and the Sonoqui Barred Persons is likewise vacated, and CAG can bring any and all claims against the Diversified Barred Persons and the Sonoqui Barred Persons as if the Bar Order and the release Section 11.5 was never entered into.

XII. MISCELLANEOUS

12.1 ***Duty to Cooperate.*** Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.

12.2 ***Entire Agreement.*** This Settlement Agreement is the entire agreement among the Parties concerning the settlement of the Action and it supersedes any prior

agreements, written or oral, between the Parties. In executing this Settlement Agreement, the Parties have not seen, heard or relied upon any promises, statements, representations, covenants, warranties, or inducements, whether express or implied, made by one another or by any representative or other person or entity, except for those expressly contained in this Settlement Agreement and the exhibits thereto. This Settlement Agreement cannot be altered, modified or amended except through a writing executed by all Parties.

12.3 ***Waiver.*** The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The full or partial waiver of any breach of this Settlement Agreement by any Party shall not be deemed to be or construed as a full or partial waiver of any other breach or waiver by any other Party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

12.4 ***Construction of Agreement.*** This Settlement Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Settlement Agreement. All Parties have participated in the drafting of this Settlement Agreement, and any ambiguity shall not be resolved by virtue of a presumption in favor of any Party. The Settlement Agreement was reached at arm's-length by the Parties, all of which were represented by counsel. Any headings included in this Settlement Agreement are for convenience only and do not in any

way limit, alter, or affect the matters contained in this Settlement Agreement or the Sections or Paragraphs they caption. References to a person are also to the person's permitted successors and assigns, except as otherwise provided herein. Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but shall be deemed to be followed by the words "without limitation."

12.5 *Executed in Counterparts.* This Settlement Agreement may be executed in counterparts, all of which shall be considered the same as if a single document had been executed, and shall become effective when such counterparts have been signed by each of the Parties and delivered to each of the other Parties. Counterpart copies of signature pages, whether delivered in original, by electronic mail in pdf format and/or by facsimile, taken together shall all be treated as original and binding signatures.

12.6 *Notices.* Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court Order sought in connection with the Settlement Agreement, shall be in writing and delivered personally or sent by certified mail or overnight delivery service, postage pre-paid, with copies by electronic mail to the attention of Class Counsel, or Collins' Counsel (as well as to any other recipients that a court may specify). As of the date hereof, the respective representatives are as follows:

For Collins:

Jonathan Robbin
J. ROBBIN LAW PLLC
200 Business Park Drive, Suite 103
Armonk, New York 10504
T: (914) 685-5016
Jonathan.robbin@jrobbinlaw.com

Andrew Hambelton
BLANK ROME LLP
1271 Avenue of the Americas
New York, New York 10020
(212) 885-5345
ahambelton@blankrome.com

For Plaintiffs:

Jason Doss
The Doss Firm, LLC
The Brumby Building
127 Church Street, Suite 220
Marietta, Georgia 30060
jasondoss@dossfirm.com

Jason Kellogg
Levine Kellogg Lehman Schneider + Grossman LLP
201 South Biscayne Boulevard, 22nd Floor
Miami, Florida 33131
jk@lklsg.com

12.7 *Extensions of Time.* The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement. The Parties further acknowledge that as a result of the

COVID-19 pandemic, additional time may be necessary and the Parties will work together to account for any prolonged delays.

12.8 ***Governing Law.*** This Settlement Agreement shall be governed by and construed in accordance the laws of the State of Georgia without giving effect to any conflict of law provisions that would cause the application of the laws of any state other than Georgia.

12.9 ***Fees and Expenses.*** Except as otherwise expressly set forth herein, each Party hereto shall pay all fees, costs and expenses incurred in connection with the Action, including fees, costs and expenses incident to his, her or its negotiation, preparation or compliance with this Settlement Agreement, and including any fees, expenses and disbursements of its counsel, accountants, and other advisors. Nothing in this Settlement Agreement shall require Defendants to pay any monies other than as expressly provided herein.

12.10 ***Advice of Counsel.*** Each Party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that Party by his, her, or its counsel.

12.11 ***Disputes.*** Class Counsel, Collins' Counsel, and the Parties agree that any and all disputes concerning compliance with the Settlement Agreement, with the

exception of any and all disputes concerning compliance with Section VIII, shall be exclusively resolved as follows:

(a) If Class Counsel, Collins' Counsel, or a Party has reason to believe that a legitimate dispute exists concerning the Settlement Agreement, the Party raising the dispute shall first promptly give written notice under the Settlement Agreement to the other Party including in such notice: (a) a reference to all specific provisions of the Settlement Agreement that are involved; (b) a statement of the alleged non-compliance; (c) a statement of the remedial action sought; and (d) a brief statement of the specific facts, circumstances, and any other arguments supporting the position of the party raising the dispute;

(b) Within twenty (20) days after receiving the notice described in subparagraph (a), the receiving party shall respond in writing with its position and the facts and arguments it relies on in support of its position;

(c) For a period of not more than twenty (20) days following mailing of the response described in subparagraph (b), the Parties shall undertake good-faith negotiations, which may include meeting in person or conferring by telephone, to attempt to resolve the dispute;

(d) If the dispute is not resolved during the period described in subparagraph (c), the Parties shall conduct a mediation of the dispute with the

Mediator on the earliest reasonably practicable date; provided, however, that the scope of such mediation shall be expressly limited to the dispute;

(e) Within 30 days after the conclusion of the Mediator's attempt to resolve the dispute (the date of the conclusion of the mediation shall be determined by agreement of the Parties or by the Mediator), if the dispute persists, either Party may request that the Court resolve the dispute.

(f) The Parties will attempt to resolve any disputes quickly, expeditiously, inexpensively, and in good faith.

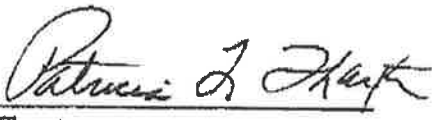
(g) In connection with any disputes concerning compliance with the Settlement Agreement, each Party shall bear its own fees and costs unless the Court orders otherwise.

12.12 ***Retention of Jurisdiction.*** As provided in the Final Approval Order, the Court retains exclusive jurisdiction over the interpretation and enforcement of the Settlement Agreement, including, but not limited to, any issues regarding the Parties and the Released Claims.

Agreed to both individually and as representatives of the Settlement Class:


Dated: December 11, 2020

By: 
Stephen Thaxton


By: 
Patricia Thaxton

Agreed to as to form:

Dated: December 14, 2020

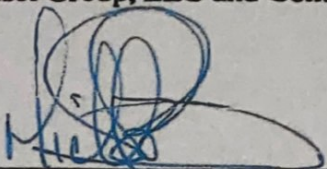
By: 
Jason R. Doss
The Doss Firm, LLC
127 Church Street, Suite 220
Marietta, Georgia 30060
jasondoss@dossfirm.com

Dated: December 17, 2020

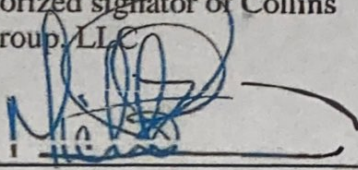
By: 
Jason K. Kellogg P.A.
Levine Kellogg Lehman Schneider +
Grossman LLP
201 South Biscayne Boulevard, 22nd
Floor
Miami, Florida 33131
jk@lklsg.com

Agreed to on behalf of Defendants Collins Asset Group, LLC and Collins & Hilton Asset Group, LLC:

Dated: December 16, 2020

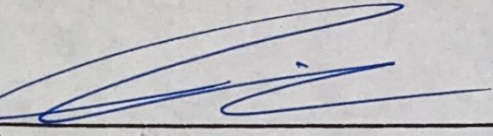
By: 
An authorized signator of Collins
Asset Group, LLC

Date: December 16, 2020

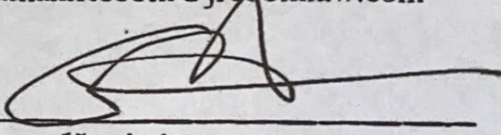
By: 
An authorized signator of Collins &
Hilton Asset Group, LLC

Agreed to as to form:

Dated: December 16, 2020

By: 
Jonathan Robbin
J. Robbin Law, PLLC
200 Business Park Dr., Suite 104
Armonk, New York 10504
Jonathan.Robbin@jrobbinlaw.com

Dated: December 16, 2020

By: 
Andrew Hambelton
BLANK ROME LLP
1271 Avenue of the Americas
New York, NY 10020
(212) 885-5000
ahambelton@blankrome.com