

EXHIBIT 1 TO MOTION FOR PRELIMINARY APPROVAL

SETTLEMENT AGREEMENT

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is entered into, by and between: (1) Jessy Polson, (“Polson”) on behalf of himself and all others similarly situated (“Plaintiffs”); and (2) Kenny McElwaney d/b/a Maximum Booting Co. (“Maximum Booting” or “Defendant”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle all the claims specified below, subject to approval by the Court and the settlement terms set forth below.

I. RECITALS.

A. On June 30, 2017, Polson filed a Class Action Complaint on behalf of himself and all others similarly situated against Maximum Booting in the State Court of Fulton County, where it was assigned Civil Action Number 17EV003164 (the “Lawsuit”).

B. On March 22, 2018, Wal-Mart Stores, Inc. and Bright-Meyers Union City Associates, L.P. were added as party Defendants to the case.

C. On August 26, 2019, Wal-Mart Stores, Inc. and Bright-Meyers Union City Associates, L.P. were dismissed from this case with prejudice.

D. On August 13, 2024, this Court granted Plaintiffs’ Motion for Class Certification;

E. On December 19, 2024, the parties agreed on the terms of a settlement, subject to final approval by the Court, after notice to the Settlement Class as defined herein.

F. Class Counsel has concluded, after extensive investigation of the facts relating to the Lawsuit and consideration of Defendant’s legal and factual defenses, that it is in the best interests of the Plaintiffs and the Settlement Class to enter into this Agreement to resolve all claims asserted in the above-referenced actions jointly to avoid the uncertainties, burdens and risks

of litigation, and to obtain the substantial benefits provided by this Agreement. Further, Class Counsel has concluded that this Agreement is fair, reasonable, adequate, and in the best interests of all putative members of the Settlement Class.

G. Defendant denies any wrongdoing and damages. Nonetheless, without admitting or conceding liability or damages, Defendant agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the substantial expense, burden, and disruption of continued litigation and to avoid the risks and uncertainty inherent in any litigation.

H. The Parties desire to compromise and settle the Released Claims with prejudice.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, through their respective counsel and in consideration of the benefits to the Parties hereto, subject to the preliminary and final approval of the Court pursuant to O.C.G.A. § 9-11-23, that the Parties enter into this Agreement, upon and subject to the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

- A. “Agreement” means this Class Action Settlement Agreement and Release, including all exhibits hereto.
- B. “Attorneys’ Fee Award” means the total award of attorneys’ fees, costs and expenses sought by Class Counsel and allowed by the Court.
- C. “Booting” shall mean the attachment of any device to a vehicle that prevents or substantially prevents the vehicle from being driven.
- D. “Claim Form” means the documentation a Class Member must submit to be considered for payment under the Agreement as provided Section VII, below.

- E. “Class Counsel” means the attorneys approved and appointed by the Court to represent the Settlement Class and the Class Members as provided in Section V, below.
- F. “Class Member” means any Person who (a) is included within the definition of the Settlement Class (or succeeds to the interests of such a Person) and (b) does not timely and properly request exclusion from the Settlement Class as provided in Section VIII, below.
- G. “Class Notice” means the notice of the preliminary approval of this Agreement and the Proposed Settlement to be given under Section VI, below.
- H. “Class Period” means June 15, 2012 through present.
- I. “Class Representative” means Polson.
- J. “Effective Date” means the date defined in Section XXI below.
- K. “Final Approval Hearing” means the hearing to be held to consider final approval of the Proposed Settlement as provided in Section IX, below.
- L. “Final Judgment” means the order and judgment fully and finally disposing of all claims asserted in the Lawsuit and all claims settled under this Settlement as provided in Section IX, below.
- M. “Incentive Award” means the amount awarded, if any, to the Class Representative in addition to the payment he may receive as a Participating Class member.
- N. “Individual Notice” means a Class Notice mailed to potential Class Members as provided in Section VI, below.
- O. “Legally Authorized Representative” means an administrator /administratrix, personal representative, or executor/executrix of a deceased Class Member’s estate, a guardian, conservator, or next friend of an incapacitated Class Member or any other duly appointed Person or entity responsible for the handling of the business affairs of a Class Member. This shall include representatives of any corporate entities who may be Class Members.
- P. “Opt-Out” means a member of the Settlement Class who properly and timely submits a request for exclusion from the Settlement in accordance with the Preliminary Approval Order.
- Q. “Participating Class Member” means a Class Member who submits a timely and valid Claim Form.

- R. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
- S. “Preliminary Approval” means the Preliminary Approval Order to be entered by the Court, as provided in Section V, below.
- T. “Proposed Settlement” and “Settlement” mean the settlement described in this Agreement.
- U. “Released Claims” means and includes any and all claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys’ fees, costs, penalties, interest, expenses, or losses (including actual, consequential, statutory, extra-contractual and/or punitive or exemplary damages), known or unknown, arising from the booting of vehicles by Defendant as described in the above-referenced Lawsuit, including but not limited to those claims which have been alleged or which could have been alleged by Plaintiffs in this matter, on behalf of themselves and/or on behalf of the Settlement Class, against Defendant. Released Claims do not include any claim for enforcement of this Agreement and/or Final Order and Judgment.
- V. “Released Persons” means Defendant and Defendant’s insurers, and their agents, insurers, re-insurers, officers, directors, shareholders, parents, subsidiaries, affiliates, and successors, as well as all owners, operators, and managers of the parking lots where Defendant has ever booted a vehicle at a location described in the Lawsuit.
- W. “Representative Plaintiff” means Polson.
- X. “Administrator” means the independent professional service company selected by the Parties to oversee the distribution of the Class Notice as well as the processing and payment of claims to Settlement Class Members as set forth in the Agreement. The Parties have agreed that Atticus Administration LLC (“Atticus”) will serve as Administrator, subject to the Court’s approval and Atticus’ acceptance of the appointment.
- Y. “Settlement Class” means all persons who fall within the class definition in Section III, below, who do not submit a valid Opt-Out request.
- Z. “Settlement Class Member” means an individual person who falls within the class definition in Section III, below, who does not submit a valid Opt-Out request.

III. SETTLEMENT CLASS DEFINITION

All individuals who meet at least one of the following criteria:

All persons who have had a vehicle in their possession booted by or at the request of Defendant and paid fines for removal of said device within the City of Union City from June 15, 2012, through present.

Excluded from the Settlement Class are: (1) Defendant, and any employee or contractor acting on Defendant's behalf; (2) Any employees, officers, or directors of Defendant's insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Class Counsel and its employees.

IV. CONSIDERATION AND BENEFITS TO CLASS MEMBERS

- A. The Parties have negotiated a compromise of disputed claims and have agreed on consideration for payment of claims to Participating Class Members, according to a formula as provided herein, in exchange for a release of Released Claims to Released Persons by all Settlement Class Members, and Dismissal With Prejudice of the Lawsuit. The option to be a Participating Class Member shall be deemed sufficient consideration provided to all Settlement Class Members in exchange for a full release of the Released Claims.
- B. Defendant, through its insurers, shall make available a total settlement fund of up to, but not more than, Two Million Dollars (\$2,000,000) (hereinafter the "Class Settlement Fund"). The Class Settlement Fund will be a fund available for the payment of claims to Participating Class Members, as set forth below, as well as the Court-approved Attorneys' Fee Award, administrative fees, and any Court-approved Incentive Awards to the Representative Plaintiff. The Class Settlement Fund shall be the maximum amount of Defendant's monetary obligation in exchange for the release provided herein. Except as described below, the Settlement Fund shall remain in the possession of Defendant's insurer. Defendant's insurer need not segregate funds or otherwise create special accounts to hold the Class Settlement Fund and will not relinquish control of any money until payments are due.
- C. Subject to Court-approval, (1) the Attorneys' Fee Award shall be no more than Seven-Hundred Thousand Dollars (\$700,000); (2) Attorneys' costs shall be no more than Forty Thousand Dollars (\$40,000); and (3) the Incentive Award to the Representative Plaintiff shall be Five Thousand Dollars (\$5,000).
- D. Each Participating Class Member will initially be entitled to a claim payment of \$200. In the event the total amount of the Attorneys' Fee Award, Incentive Awards, administrative fees, and claims payments exceeds the total amount available in the Class Settlement Fund

(\$2,000,000), each Participating Class Member's claim payment shall be reduced pro rata so that all such claims, administrative fees, Incentive Awards and the Attorneys' Fee Award may be paid from the Class Settlement Fund.

- E. If any amount of money (hereinafter referred to as the "Residual Funds") remains in the Class Settlement Fund after payment of all of the claim payments, payment of the Court-approved Attorneys' Fee Award, administration fees, and payment of any Incentive Award to the Representative Plaintiff and including any interest that has accrued on the Class Settlement Fund, those Residual Funds shall revert to Defendant's insurer. The Residual Funds shall include the pro rata portion of the Class Settlement Fund for those Settlement Class Members who do not submit valid Claim Forms. The Residual Funds shall also include the amounts of any checks or drafts that were not cashed within one hundred twenty (120) days of the date the check or draft was issued.
- F. The payments described in this Section IV are the only payments to which any Class Members will be entitled under the Proposed Settlement. The payments to Participating Class Members will be deemed to be inclusive of any claims for penalties and interest.
- G. The payment of claims and other obligations incurred pursuant to this Agreement shall be in full and final disposition of the Lawsuit, and in consideration for the release of any and all Released Claims as against any and all Released Persons. The Parties agree to work together in good faith to expeditiously administer the Settlement.

V. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

- A. Upon execution of this Agreement, Plaintiff shall submit this Agreement to the Court and request an order substantially in the form set forth in **Exhibit "1"** ("Preliminary Approval Order") that will among other things:
 - i. Preliminarily certify the Settlement Class, as defined in Section III, for settlement purposes and designate the following attorney as counsel for the Settlement Class ("Class Counsel"):

Matt Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW
Suite 370
Atlanta, Georgia 30309
matt@wfir.com
(404) 888-4444

Preliminary certification and all actions associated with preliminary certification are undertaken on the condition that the certification

and designations shall be automatically vacated if this Agreement is terminated or is disapproved in whole or in part by the Court, any appellate court and/or any other court of review, or if the agreement to settle is revoked pursuant to Section XV, or if this settlement fails to become final and effective for any other reason, in which event this Agreement and the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including the “certifiability” of any class, as discussed in Section XV(C) of this Agreement;

- ii. Preliminarily approve this Agreement as sufficiently fair and reasonable to warrant sending notice to the Settlement Class preliminarily certified for settlement purposes;
- iii. Preliminarily enjoin any Class Member from bringing a new alleged class action or attempting to amend an existing action to assert any class claims that would be released pursuant to the Agreement;
- iv. Appoint Atticus as the Administrator;
- v. Direct that Class Counsel and the Administrator cause the Individual Notice to be distributed by first class mail, postage prepaid, bearing the return address of the Administrator not less than one hundred twenty (120) days before the Final Approval Hearing set by the Court to all Class Members reasonably identified through the searches described in Section VI, below, addressed in care of and to the last known address corresponding to the license plate number, Vehicle Identification Number (“VIN”), or tag as identified by records maintained by Defendant as described below;
- vi. Determine that distribution of the Individual Notice and Publication Notice as described herein below are the reasonable and best practicable notice under the circumstances; are reasonably calculated to apprise Class Members of the pendency of the Lawsuit and of their right to object or opt out of the Proposed Settlement; constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet the requirements of the Georgia Rules of Civil Procedure, and requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law;
- vii. Require each potential Class Member who wishes to exclude himself or herself from the Settlement Class to submit to the Administrator a written request for exclusion to be postmarked not later than twenty (20) days prior to the Final Approval Hearing;

- viii. Rule that any potential Class Member who does not submit a timely, written request for exclusion in accordance with Section VIII(A), below, will be bound by all proceedings, orders and judgments in the Lawsuit;
- ix. Require that each Class Member who has objections to the Proposed Settlement file an objection with the Court not later than twenty (20) days before the Final Approval Hearing in accordance with Section VIII, below;
- x. Preliminarily appoint Polson the Class Representative; and
- xi. Stay all proceedings in the Lawsuit until further order of the Court; provided, however, the parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.

B. Preliminary certification of the Settlement Class and appointment of the Class Representative and Class Counsel for purposes of this Proposed Settlement by the Court shall be binding only with respect to the Proposed Settlement. In the event the Proposed Settlement is not consummated for any reason, whether due to a termination of this Agreement in accordance with its terms, a failure or refusal of the Court to approve the Proposed Settlement, or a reversal or modification of the Court's approval of the Proposed Settlement on appeal, or for any other reason, then (a) the Court shall vacate the certification of the Settlement Class, (b) the Parties shall proceed as though the Agreement had never been entered and the Settlement Class had never been certified, except that Section XIX of this Agreement shall remain in effect, and (c) Defendant shall have the right to contest the certification of any class herein. Nothing herein shall preclude the Court from considering the merits of any motion for class certification.

VI. CLASS NOTICE

- A. Defendant has provided to Class Counsel those spreadsheets in its possession and readily obtainable that include the license plate, VIN, or tag data of each potential Class Member that they have been able to identify, after conducting a reasonable search and making a reasonable inquiry of its records of bootings of Class Members during the Class Period.
- B. Class Counsel will work with the Administrator to perform any necessary actions to obtain the identities of the registered owners of the vehicles whose VIN, License Plate or tag numbers have been supplied, including issuing subpoenas or FOIA requests or seeking court intervention as necessary.
- C. Within thirty (30) days after receipt of this information, or as soon thereafter as practicable, the Administrator shall provide to Class Counsel and

Defendant a list of the names and last known address of the potential Class Members the Administrator was able to identify through use of the VIN, license plate or tag data.

- D. Thereafter, the Administrator shall send a copy of the Individual Notice and a Claim Form by first-class mail to each potential Class Member who was identified through license plate, VIN or tag data. Prior to posting of the Individual Notice by the Administrator with the United States Postal Service, the Administrator shall utilize the National Change of Address database (the “NCOA”) in an attempt to obtain the most current addresses for those receiving the Individual Notice.
- E. After the posting of the Individual Notice by the Administrator with the United States Postal Service, for any Individual Notices returned as undeliverable, the Administrator shall utilize the services of a commercial database resources entity (e.g., Accurint, TransUnion, IDI, etc.), and attempt to obtain current mailing addresses and/or telephone numbers for such returned Individual Notice(s), and should the commercial database show a more current address, the Administrator shall re-post the returned Individual Notice to the more current address; *provided however*, if a determination is made in good faith by the Administrator that it is not possible to further update any particular Class Member’s address(es) in sufficient time to re-post the Class Notice(s) at least thirty (30) days before the scheduled Final Approval Hearing, then the Administrator need not make any further efforts to provide further Individual Notice to such Person(s).
- F. The Individual Notice will be approved as to form and content by the Court and be substantially in the form attached hereto as **Exhibit “2”**, unless otherwise modified by agreement of the Parties and approved by the Court. The mailing to the Class Members that contains the Individual Notice will also include a copy of the Claim Form, in a format substantially similar to **Exhibit “3”**.
- G. If any Individual Notice and/or Claim Form mailed to any potential Class Member is returned to the Administrator as undeliverable, the Administrator will promptly log each Individual Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to Defense Counsel and Class Counsel monthly. It is agreed by the Parties that the procedures set forth in this Section constitute reasonable and best practicable notice under the circumstances and constitute an appropriate and sufficient effort to locate current addresses for Class Members such that no additional efforts to do so shall be required. Upon request, the Administrator shall provide Class Counsel and/or Defense Counsel such reasonable access to the notice process as they may need to monitor compliance with the notice campaign.

- H. In addition to the Individual Notices, the Administrator shall, commencing no later than the date of posting for the Individual Notices, cause to be published a notice (“Publication Notice”) of the Settlement in the Atlanta Journal Constitution. The Publication Notice shall be published once a week for four consecutive weeks, in a form substantially similar to that attached hereto as **Exhibit “4”**.
- I. The Individual Notice and Claim Form will also be made available to all potential Class Members by request to the Administrator, who shall send via first class U.S. mail any of these documents as requested from the Administrator by any potential Class Member.
- J. All expenses incurred by the Administrator pursuant to this Section shall be deemed administration costs and paid from the Settlement Fund.

VII. SUBMISSION OF CLAIMS BY CLASS MEMBERS

- A. To be eligible for a payment as a Participating Class Member, a Class Member must timely submit a Claim Form in accordance with this Section. Claim Forms shall be pre-printed with the information contained in subsection D, below, to the extent such information is known.
- B. Class Members who do not timely request exclusion from the Settlement Class have the opportunity to submit Claim Forms requesting payments calculated in accordance with paragraphs Section IV, above. Claim Forms shall be included with the Individual Notices mailed to Class Members as provided in Section VI above. In addition, the Administrator will provide Claim Forms to Class Members upon request. Claim Forms may be submitted on behalf of deceased or incapacitated Class Members or corporate entity Class Members by their Legally Authorized Representatives, who must provide reasonable proof of their authority, as determined solely by the Administrator. Any rights to settlement claim payments under this Agreement shall inure solely to the benefit of Class Members and are not transferable or assignable to others.
- C. To be considered for payment, a Claim Form must be completed, under the penalty of perjury and documented in accordance with subsection D, below, mailed to the address of the Administrator as specified in the Claim Form, and postmarked no later than ninety (90) days after the first date Notice is issued by the Settlement Administrator (the “Claim Deadline”). Claim Forms will not be considered for payment if they are postmarked more than ninety (90) days after the first date Notice is issued by the Settlement Administrator.
- D. To be considered for payment, a Class Member must complete and return a Claim Form, as described in subsection C, above. That Claim Form must affirm that the information contained in it (name and address of the Class

Member, the address of the booting, the date of the booting, the license plate of the booted vehicle, and certification that the Class Member) correctly identifies an individual who meets the definition of a Settlement Class Member. The Claim Form must contain a signature affirming under the penalty of perjury all statements in the Claim Form.

- E. The Administrator shall be responsible for reviewing all claims to determine their validity. Any claim that is not substantially in compliance with the instructions on the Claim Form or the terms of this Agreement or which is postmarked or submitted electronically later than the Claim Deadline shall be rejected. Following the Claim Deadline, the Administrator shall provide a report of all accepted or rejected claims to Defense Counsel and Class Counsel. Either Class Counsel or Defense Counsel may overrule the Settlement Administrator's determination to reject a claim. Class Counsel and Defense Counsel may overrule the Administrator's determination to accept a claim only if both agree to that determination.
- F. In the event that any Claim Forms are defective, incomplete, inaccurate or evidence fraud, the Administrator may reject those Claim Forms without seeking additional information or providing an opportunity to cure the defect.

VIII. REQUESTS FOR EXCLUSION AND OBJECTIONS TO THE SETTLEMENT

- A. Class Members who wish to exclude themselves from the Settlement Class must submit written requests for exclusion. To be effective, such a request must include the Class Member's name and address, a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class, and the signature of the Class Member or, in the case of a Class Member who is deceased or incapacitated or who is a corporate entity, the signature of the Legally Authorized Representative of the Class Member. The request must be mailed to the Administrator at the address provided in the Class Notice and must be postmarked no later than thirty (30) days prior to the Final Approval Hearing.
- B. The Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to Defense Counsel and Class Counsel as requested.
- C. Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Class Members who choose to object to the Proposed Settlement must file written notices of intent to object with the Court in the Lawsuit. Any Class Member may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness, or adequacy of the Proposed Settlement, and on the

application for an award of attorneys' fees and costs. The right to object to the Proposed Settlement must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.

D. To be effective, a notice of intent to object to the Proposed Settlement must:

- i. Contain a heading which includes the name of the case and case number;
- ii. Provide the name, address, telephone number and signature of the Class Member filing the objection;
- iii. Indicate the specific reasons why the Class Member objects to the Proposed Settlement;
- iv. Be filed with the Clerk of the Court not later than thirty (30) days prior to the Final Approval Hearing;
- v. Be sent to the Administrator by first-class mail, and postmarked no later than thirty (30) days prior to the Final Approval Hearing;
- vi. Contain the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she or it must comply with all applicable Georgia laws and rules for filing pleadings and documents in Georgia Courts; and
- vii. State whether the objecting Class Member ("Objector") intends to appear at the Final Approval Hearing, either in person or through counsel.

E. In addition, a notice of intent to object must contain the following information, if the Class Member or his/her/its attorney requests permission to speak at the Final Approval Hearing:

- i. A detailed statement of the specific legal and factual basis for each and every objection;
- ii. A list of any and all witnesses whom the Objector may call at the Final Approval Hearing, with the address of each witness and a summary of his or her proposed testimony;
- iii. A detailed description of any and all evidence the Objector may offer at the Final Approval Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Final Approval Hearing; and

iv. Documentary proof of membership in the Settlement Class.

F. Any Class Member who does not file a timely notice of intent to object in accordance with this Section shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Proposed Settlement. Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against Defendant by complying with the exclusion provisions set forth in subsection A, above. Class Members who object to the Proposed Settlement shall remain Class Members and will have voluntarily waived their right to pursue an independent remedy against Defendant. To the extent any Class Member(s) objects to the Proposed Settlement, and such objection is overruled in whole or in part, such Class Member(s) will be forever bound by the Final Judgment of the Court. Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions in subsection A, above.

G. The Administrator shall give Defense Counsel and Class Counsel a copy of each notice of intent to object received by the Administrator upon receipt.

IX. FINAL APPROVAL OF THE PROPOSED SETTLEMENT

A. After the completion of the mailing of Individual Notices as provided in Section VI, the publishing of the Publication Notice as provided in Paragraph Section VI(H), the deadline for seeking exclusion from the Settlement Class as provided in Section VIII(A), and the deadline for filing a notice of objection to the Proposed Settlement as provided in Section VIII(D), Class Counsel will file a motion seeking the Court's final approval of the Settlement and Preliminary Approval Order at a Final Approval Hearing to be held at a time, date, and location that will be stated in the Individual Notice and Publication Notice, and in the order preliminarily approving the Proposed Settlement. Plaintiffs shall request the Court to enter a Final Judgment substantially in the form of the Final Order and Judgment Approving Settlement and Dismissing Action with Prejudice attached hereto as **Exhibit “5”** in the Lawsuit, which provides for:

- i. Finding that the Court has personal jurisdiction over all Settlement Class members and that the court has subject matter jurisdiction to approve the Agreement;
- ii. Approving the Proposed Settlement without material alteration and directing the parties and counsel to comply with and consummate the terms of this Agreement;
- iii. Certifying the Settlement Class for settlement purposes only;
- iv. Finding Class Counsel and Class Representative have adequately represented the Settlement Class;

- v. Finding the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class;
- vi. Providing that each member of the Settlement Class shall be bound by the provisions of this Agreement, including the releases in Section XVII, and that the Agreement shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members;
- vii. Finding the mailing of the Individual Notice and publication of the Publication Notice approved by the Court were best practicable notice and satisfy the requirements of the Georgia Rules of Civil Procedure and the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law;
- viii. Dismissing all claims in the Lawsuit on the merits and with prejudice, and entering final judgment thereon, without fees or costs to any party except as provided in this Agreement;
- ix. Permanently enjoining Class Members who have not opted out from filing, commencing, prosecuting, intervening in, or participating in (as parties and/or class members) any action regarding any Released Claim, and providing that any person in contempt of the injunction may be subject to sanctions, including payment of reasonable attorneys' fees incurred to seek enforcement of the injunction;
- x. Authorizing the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Agreement and its implementing documents as: (i) shall be consistent in all material respects with the Final Judgment; or (ii) do not limit the rights of Settlement Class Members;
- xi. Without affecting the finality of the Final Approval Order for purposes of appeal, retaining jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and
- xii. Approving the payment of the attorneys' fees, costs, and expenses to Class Counsel in an amount up to: (1) the Attorneys' Fee Award shall be no more than Seven-Hundred Thousand Dollars (\$700,000); (2) Attorneys' costs shall be no more than Forty Thousand Dollars (\$40,000); and (3) the Incentive Award to the Representative Plaintiff shall be Five Thousand dollars (\$5,000).

B. Defendant will not oppose final approval of the settlement in the form of

the Final Judgment attached hereto as **Exhibit “5”** and may submit its own material in respect to Settlement approval at the Final Approval Hearing.

C. The Parties to this Agreement further agree that any party to this Agreement, counsel in any capacity in which they may act under the authority of the Agreement, and any employees, representatives, or agents of such law firms or the Parties to the Agreement (including, without limitation, the Administrator and those employees and independent contractors who may furnish services in connection with the proposed Settlement) shall not be liable for anything done or omitted in connection with the Agreement and/or the claims administration process under it except for their own willful misconduct. Neither Plaintiffs, Defendant, nor any of the Parties’ counsel, shall be liable for any act or omission of the Administrator.

X. CLAIMS ADMINISTRATION

A. Class Members who satisfy the eligibility criteria stated in Section VII and who timely submit Claim Forms in accordance with that Section (“Participating Class Members”) will be eligible to receive cash payments from the Settlement Fund. Participating Class Members must timely submit a Claim Form to receive a payment from the Settlement. Settlement payments shall be made payable to the Participating Class Member, except as provided in Section VII(B).

B. The Administrator shall review and assess all Claim Forms submitted by Class Members and make a determination whether such Claim Forms are timely, complete, and under the penalty of perjury. If a Claim Form is defective as to any of the requirements for validity other than timeliness of submission, that Person shall be given one opportunity to cure the defect(s). The Administrator will return by U.S. mail the defective Claim Form to the Class Member, with a notice prepared by the Administrator informing the Class Member of the defect(s). The Class Member must return, by U.S. mail, a valid Claim Form to the Claims Administrator postmarked no later than 21 calendar days after the date the defect notice was mailed by the the Administrator, even if this date is more than 35 days after the Effective Date. The Administrator must provide notice of the new deadline with the returned Claim Form and direct the Class Member to contact it or Class Counsel with any questions.

C. Claim Forms that are not complete, under the penalty of perjury and timely received by the Administrator, either initially or as corrected per Paragraph B above, will be considered invalid claims, and shall not be considered for payment.

D. All claims due shall be paid from the Class Settlement Fund pursuant to Section IV(D) within forty-five (45) days after the Effective Date or the date on which the Administrator approves the Claim, whichever is later.

E. In the event that the Administrator determines the total amount to be paid out of the Class Settlement Fund, based on received Claims Forms, is likely to exceed 90% of the available funds, notice shall be provided to the Class Counsel and Defense Counsel.

XI. COMMUNICATIONS WITH MEMBERS OF THE SETTLEMENT CLASS

A. The Individual Notice and Publication Notice shall list the law firm designated as Class Counsel and the name, address and telephone number of the Administrator. Communications with potential Class Members regarding the Proposed Settlement shall primarily be handled through the Administrator or Class Counsel. Nothing herein shall preclude Defendant or its agents from responding to inquiries it may receive regarding the Settlement, or discussing matters unrelated to the Settlement with its customers or persons who are otherwise Defense Counsel's clients. Nothing herein shall preclude Class Counsel from directly communicating with potential Class Members regarding the Proposed Settlement.

XII. REPRESENTATION OF OPT-OUTS

A. Class Counsel and its firm agrees not to represent, encourage, solicit or otherwise assist, in any way whatsoever, including but not limited to referrals to other counsel, any person in requesting exclusion from the Settlement Class.

XIII. COSTS OF CLAIMS NOTICE AND ADMINISTRATION

A. All reasonable costs of notice to the Settlement Class, as described in Section VI above, including all costs of administration contemplated by this Stipulation and the cost of an Administrator selected by the Parties to assist in the administration of the settlement of this Action shall come from the Settlement Fund.

B. Included within the costs to administer the settlement paid to the Administrator, the Settlement Fund will pay the reasonable costs of printing, reproducing, and mailing the checks, forms, notices, and responses that they send in connection with the administration of the claims process described above. In addition, the Settlement Fund will pay the reasonable costs associated with the services of the Administrator to undertake any duties reasonably required to assist in the management of this Proposed Settlement.

C. Defendant's insurers' obligation to pay the reasonable cost of claims notice and administration as set forth herein shall be included within, and not in addition to, the total Settlement Fund. Class administration fees shall not exceed Fifty Thousand Dollars (\$50,000).

XIV. ATTORNEYS' FEES AND CLASS REPRESENTATIVE FEE

- A. Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses, and Class Representative's entitlement to an Incentive Award, will be determined by the Court.
- B. Plaintiffs will file a motion with the Court prior to the Final Approval Hearing requesting an award of attorneys' fees, costs, and expenses payable to Class Counsel in a total amount not to exceed; (1) Seven-Hundred Thousand Dollars (\$700,000) in Attorneys' fees; (2) Forty Thousand Dollars (\$40,000) for Attorneys' costs; and (3) Incentive Award to the Representative Plaintiff in the amount of Five Thousand Dollars (\$5,000). At the Final Approval Hearing, Class Counsel will ask the Court to issue an order awarding attorneys' fees, costs, and expenses and the Incentive Awards to the Representative Plaintiff, up to these respective amounts.
- C. Defendant will not object to Plaintiff's motion requesting an award of attorneys' fees, costs, and expenses to be paid to Class Counsel in a total amount not to exceed: (1) Seven-Hundred Thousand Dollars (\$700,000) in Attorneys' fees; (2) Forty Thousand Dollars (\$40,000) for Attorneys' costs; and (3) Incentive Award to the Representative Plaintiff in the amount of Five Thousand Dollars (\$5,000) in accordance with Paragraph 27 above, in addition to the amounts paid to Participating Class Members in accordance with Section IV, above, provided that these sums shall come from the Settlement Fund.
- D. All approved attorneys' fees, costs, and expenses shall be payable to Class Counsel within thirty (30) business days after the Effective Date. Class Counsel hereby waives, discharges and releases Defendant of and from any and all other claims for attorneys' fees, costs, and expenses, whether by lien, statute, or otherwise, for legal submission rendered by counsel in connection with the Lawsuit.

XV. DISAPPROVAL OR TERMINATION OF THE PROPOSED SETTLEMENT

- A. Within twenty (20) days after notice of the occurrence of any of the following events, Defendant shall have the right, exercisable at its own discretion, to terminate this Agreement by delivering written notification of such election to Class Counsel, if:
 - i. The Court, or any appellate court(s), rejects, denies approval, disapproves, or modifies this Agreement or any portion of this Agreement that Defendant in its sole judgment and discretion believes to be material, including, but not limited to, the terms of the

Settlement Class relief, the provisions relating to notice, the definition of the Settlement Class, or the Released Claims; or

- ii. The Court, or any appellate court, does not enter or completely and unconditionally affirm any portion of the Agreement, Preliminary Approval Order or Final Judgment that Defendant in its sole judgment and discretion believes to be material; or
- iii. If any regulatory agency or governmental agency should challenge any of the terms of the Agreement in any way that Defendant in its sole judgment and discretion believes to be materially adverse to Defendant's interests; or
- iv. The number of Persons who exclude themselves from the Settlement Class equals or exceeds 1% of the potential Class Members; or
- v. Any financial obligation is imposed upon Defendant and/or its insurers in addition to and/or greater than those specifically accepted by Defendant and/or its insurers in this Agreement.

B. If an option to withdraw from and terminate this Agreement arises under subsection A, above, none of the Parties are required for any reason or under any circumstance to exercise that option.

C. If the Proposed Settlement shall fail for any reason other than a breach by one of the Parties, or if this Agreement shall be terminated by Defendant pursuant to Subsection A, above:

- i. This Agreement and the Proposed Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Agreement and the Proposed Settlement shall be without prejudice to the rights and contentions of the parties hereto and any of the putative Class Members;
- ii. This Agreement, all of its provisions (including, without limitation, any provisions regarding class certification), and all negotiations, statements and proceedings relating to them shall be without prejudice to the rights of any of the parties, each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Agreement;
- iii. This Agreement, any provision of this Agreement (including without limitation the provisions regarding class certification), and the fact of this Agreement having been made, shall not be admissible or entered into evidence for any purpose whatsoever and shall not be subject to discovery in the Lawsuit or any other proceeding;

- iv. Any judgment or order entered in the Lawsuit after the date of this Agreement, including, without limitation, any order certifying the Settlement Class, will be vacated and will be without any force or effect in any action or proceeding. The parties hereto agree they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this Agreement; and
- v. The parties hereby agree they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel and other similar or related theories, that the Agreement and related pleadings and filings, any provision of this Agreement (including without limitation the provisions regarding class certification), the fact of this Agreement having been made, and any settlement negotiations preclude Defendant from opposing certification or the claims in the Lawsuit, or any other proceeding.

D. Section XIX, below, shall survive any termination of this Agreement.

XVI. DENIAL OF LIABILITY

- A. Defendant denies each and every material allegation in the Lawsuit. Defendant, along with its insurers, nonetheless have concluded that it is in their best interest that the Lawsuit be settled on the terms and conditions set forth in this Agreement. Defendant reached this conclusion after considering the factual and legal issues in the Lawsuit, the substantial benefits of a final resolution of those actions, and the expense that would be necessary to defend those actions through trial, appeal and any subsequent proceedings that may occur.
- B. This Agreement represents a compromise of disputed claims. As a result of the foregoing, Defendant enters into this Agreement without in any way admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant of the truth of any of the allegations in the Lawsuit, or of any liability, fault, or wrongdoing of any kind on the part of Defendant. This Agreement shall not be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Defendant, nor as an admission or concession that the Lawsuit may properly be maintained as a litigation or arbitration class action. In the event the Proposed Settlement is not finally approved for any reason, Defendant shall retain the right to object to the maintenance of the Lawsuit and/or any other proceeding as a class action and to contest the Lawsuit and/or any other case on any ground.

C. Neither this Agreement, nor the negotiations of the Class Settlement, nor the Class Settlement procedures, nor any act, statement or document related in any way to the Class Settlement negotiations or settlement procedures, nor any pleadings, or other document or action related in any way to the Agreement shall be (1) offered into evidence in the Lawsuit, or in any other case or proceeding in support of or in opposition to a motion to certify a contested class or (2) otherwise used in any case or proceeding whatsoever.

XVII. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

- A. Upon the Effective Date, Plaintiff, all Class Members (including both Participating Class Members and all other Class Members), and their heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, will be bound by the Final Judgment and conclusively deemed to have fully released with prejudice, acquitted and forever discharged, to the fullest extent permitted by law, all of the Released Persons from the Released Claims, and agree not to institute, maintain, or assert any Released Claims against the Released Persons.
- B. In addition to the claims released by the Settlement Classes, Named Plaintiffs, all Class Members (including both Participating Class Members and all other Class Members), and their heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf release any claim whether known or unknown, which Class Representative, all Class Members (including both Participating Class Members and all other Class Members), and their heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf has ever had, or hereafter may claim to have, against the Released Persons, arising from the booting of vehicles by Defendant, and arising on or before the effective date of this Settlement.
- C. Nothing contained in this Agreement shall (a) preclude the enforcement of the terms of this Agreement or the Final Judgment or (b) preclude Plaintiffs or Class Members from participating in the Claim Resolution Process.
- D. Upon entry of the Final Judgment described in Section IX, the Lawsuit will be dismissed with prejudice, and Plaintiffs, individually and on behalf of the Settlement Class, will release with prejudice all the Released Persons from all the Released Claims.

XVIII. WAIVER OF PROVISIONS BARRING RELEASE OF UNKNOWN CLAIMS

- A. The provisions of any state, federal, municipal, local, or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, and/or damages that are unknown or unsuspected to exist at the time a settlement agreement is executed and/or approved by a court, are hereby expressly, knowingly, and voluntarily waived by and on behalf of Plaintiffs and all members of the Settlement Class.

XIX. CONFIDENTIALITY AGREEMENT

- A. The following constitutes highly confidential and proprietary business information of Defendant as well as personal information of Class Members (the “Proprietary Information”): the license plate numbers, car information including VIN and tags, certain minimal credit card information, the type of data collected, and other data concerning individuals compiled by Defendant, Class Counsel, and/or the Administrator in effectuating the Proposed Settlement. The confidentiality of all Proprietary Information shall be protected from disclosure by Class Counsel and/or other attorneys for Plaintiffs in the Lawsuit to any persons.
- B. No persons other than the Parties, their counsel and clerical/administrative personnel employed by counsel, the Administrator, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.
- C. Within ninety (90) days after all eligible claims have been resolved and paid, Class Counsel shall destroy or return to counsel for Defendant all Proprietary Information, and all confidential documents, data or information, all copies thereof in their possession, custody, or control and any other confidential documents (exclusive of documents filed with the Court) provided by Defendant to Class Counsel in connection with this Agreement. Within one hundred (100) days after all eligible claims have been resolved and paid, Class Counsel shall deliver a letter to counsel for Defendant confirming its undertaking and compliance with this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel shall use any of this Proprietary Information or other confidential material in any other litigation, current or future, unless independently obtained through discovery or other procedures in such other litigation.

XX. RETENTION OF RECORDS

- A. The Administrator, Defense Counsel, and Class Counsel shall retain copies or images of all returned Individual Notices, Claim Forms, and correspondence relating thereto which come into their possession, for a

period of up to one (1) year after the Effective Date. After this time, the Administrator, Defense Counsel, and Class Counsel, may destroy documentary records they have in their possession. Nothing in this Agreement shall be construed to require the Administrator, Defendant, and Class Counsel, to retain records beyond their respective, discretionary, record retention policies.

XXI. EFFECTIVE DATE

- A. The Effective Date of this Settlement shall be the first date on which all of the following statements are true:
 - i. All parties have executed this Agreement;
 - ii. No party has terminated the Agreement;
 - iii. The Court has preliminarily approved this Agreement and the Proposed Settlement;
 - iv. The Court has entered a Final Judgment substantially in the form of **Exhibit “5”** hereto, approving this Agreement and the Proposed Settlement without material alteration, releasing all the Released Persons from all of the Released Claims, and dismissing the Lawsuit with prejudice and without leave to amend; and
 - v. Either (i) The time to file an appeal from the Final Judgment has expired without the filing of any appeal(s) or (ii) if any appeal has been taken from the Final Judgment, then the date on which all appeals therefrom, including petitions for rehearing, petitions for rehearing *en banc*, and petitions for certiorari, or any other form of judicial review have been finally disposed of in a manner that affirms the Final Judgment without material alteration.

XXII. MISCELLANEOUS PROVISIONS

- A. The Parties hereto agree to undertake their best efforts and to cooperate with each other to effectuate this Agreement and the terms of the Proposed Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise. The Parties further agree to cooperate in respect to reasonable, agreed extensions to the timetable hereunder, subject to such Court approval as may be required.
- B. The undersigned counsel represent they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of their respective clients.

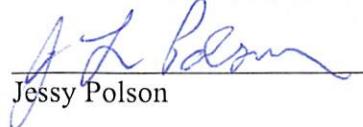
- C. Except as otherwise provided, this Agreement contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, upon each of their agents, attorneys, employees, successors, and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Class Member.
- D. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties. Amendments and modifications may be made without additional notice to the potential Class Members unless such notice is required by the Court.
- E. This Agreement shall be subject to, governed by, construed in light of, and enforced pursuant to the laws of the State of Georgia. Further, the Court in the Lawsuit shall retain exclusive and continuing jurisdiction over the actions, all Parties, and all Class Members to enforce the terms, conditions, and obligations of this Agreement.
- F. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated and made parts of this Agreement.
- G. To the extent permitted by law, and notwithstanding any other provision in this Agreement, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.
- H. Nothing contained in this Agreement or in any proceedings concerning the settlement of the Lawsuit shall in any way affect Defendant's rights to seek contribution, indemnity or any other relief from any person or entity not a party to the Lawsuit. All such rights and remedies are specifically retained and preserved.
- I. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned parties and/or counsel.
- J. This Agreement may be executed in counterparts, each of which shall constitute an original.
- K. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates

set forth below.

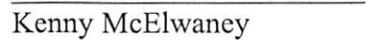
Dated: 4-4, 2025

**JESSY POLSON,
INDIVIDUALLY, AND ON BEHALF OF A CLASS OF
SIMILARLY SITUATED PERSONS**


Jessy Polson

Dated: _____, 2025

**KENNY MCELWANEY D/B/A
MAXIMUM BOOTING CO.,**


Kenny McElwaney

set forth below.

Dated: , 2025

**JESSY POLSON,
INDIVIDUALLY, AND ON BEHALF OF A CLASS OF
SIMILARLY SITUATED PERSONS**

Jessy Polson

Dated: 03-25, 2025

**KENNY MCELWANEY D/B/A
MAXIMUM BOOTING CO.,**

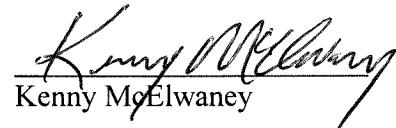

Kenny McElwaney

EXHIBIT 1 TO
SETTLEMENT
AGREEMENT

PRELIMINARY
ORDER

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

JESSY POLSON, Individually, and on behalf
of a class of similarly situated persons,

Plaintiff,

v.

KENNY MCELWANEY D/B/A
MAXIMUM BOOTING CO.,

Defendant.

CIVIL ACTION FILE NUMBER

17EV003164

ORDER APPROVING CLASS SETTLEMENT

This matter is before the Court on the Uncontested Motion for Preliminary Approval of Class Settlement filed by Plaintiff between: (1) Jessy Polson, (“Polson”) on behalf of himself and all others similarly situated (“Plaintiffs”); and (2) Kenny McElwaney d/b/a Maximum Booting Co. (“Maximum Booting” or “Defendant”). All parties are acting by and through their counsel, have agreed, subject to Court approval, to settle this case upon the terms and conditions stated in the Settlement Agreement filed with the Court.

NOW, THEREFORE, based upon all of the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a hearing should be held to determine whether the Proposed Settlement described in the Class Action Settlement Agreement and Release (“Agreement”), attached hereto as Exhibit A, is fair, reasonable, and adequate;

IT IS HEREBY ORDERED THAT:

1. The Agreement is hereby incorporated by reference in this Order and all terms defined in the Agreement will have the same meanings in this Order.

2. For purposes of determining whether the terms of the Proposed Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All individuals who meet at least one of the following criteria:

All persons who have had a vehicle in their possession booted by or at the request of Defendant and paid fines for removal of said device within the City of Union City from June 15, 2012, through present.

Excluded from the Settlement Class are: (1) Defendant, and any employee or contractor acting on Defendant's behalf (2) Any employees, officers, or directors of Defendant's insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Class Counsel and its employees.

3. Polson is preliminarily appointed as representative of the Settlement Class ("Class Representative"), and the following attorney for Plaintiffs is preliminarily appointed as counsel for the Settlement Class ("Class Counsel"):

Matthew Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW, Suite 370
Atlanta, Georgia 30309
matt@wfirm.com
(404) 888-4444

If final approval of the Proposed Settlement is not granted, this Order, including the above description of the Settlement Class and the preliminary appointment of the Class Representative and Class Counsel, shall be automatically vacated. If the Agreement is terminated or is disapproved in whole or in part by this Court, any appellate court and/or any other court of review, or if any of the parties invoke their right to revoke or terminate their agreement to settle as provided in the Agreement, the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including the "certifiability" of any litigation class.

4. Pending a final determination of whether the Proposed Settlement should be approved as fair, reasonable, and adequate, neither Plaintiffs, Class Counsel, nor any potential Class Member, whether directly, indirectly, representatively or in any other capacity, shall start, join, continue, litigate or participate in or accept any benefit or relief from any other lawsuit, arbitration, or administrative or regulatory proceeding against Defendant that is based on, relates to, or involves any of the claims, facts, circumstances, or subject matters of this Action or the Settlement Agreement.

5. The parties have prepared the Individual Notice, Claim Form and Publication Notice which have been submitted to the Court as Exhibits “2”, “3”, and “4” to the Settlement Agreement. As set forth herein, the Court has reviewed and approved the Individual Notice, Claim Form and Publication Notice.

6. Atticus Administration, LLC (“Atticus”) is preliminarily appointed as the third-party administrator (the “Administrator.”). By accepting this appointment, Atticus agrees to be subject to the jurisdiction of this Court for any further proceedings relevant to the execution of this Order and the administration of the Settlement.

7. Defendant has provided to Class Counsel those documents in its possession and readily obtainable that include the name, address, telephone number, license plate, make, model, year model, VIN, or tag data (hereinafter collectively referred to as “Identifying Data”) of each potential Class Member that Defendant has been able to identify, after conducting a reasonable search and making a reasonable inquiry of its records of bootings of Class Members during the Class Period.

8. Within 30 days after receipt of the Identifying Data, the Administrator shall provide to Class Counsel and counsel for Defendant a list of the names and last known address of the

potential Class Members the Administrator was able to identify through use of the Identifying Data. Thereafter, the Administrator shall send a copy of the Individual Notice and a Claim Form via first-class mail to each potential Class Member who were identified through Identifying Data. Prior to mailing the Individual Notice and Claim Form, the Administrator will run these addresses once through the National Change of Address Database for a more current name and/or address for each potential Class Member. Upon completion of the updating efforts, the Administrator shall use its best efforts to complete the mailing of the Individual Notice and Claim Form to potential Class Members at least sixty (60) days before the scheduled Final Approval Hearing. The Individual Notice and Claim Form are hereby approved as to form and content by the Court and shall be substantially in the form attached to the Agreement as Exhibits “2” and “3”, unless otherwise modified by agreement of the parties and approved by the Court. The mailing to the Class Members that contains the Individual Notice will also include a copy of the Claim Form, in a format substantially similar to Exhibit “3” to the Agreement.

9. If any Individual Notice and/or Claim Form mailed to any potential Class Member in accordance with paragraph 8 above is returned to the Administrator as undeliverable, the Administrator will promptly log each Individual Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to counsel for Defendant and Class Counsel, as requested. If such a mailing is returned with a forwarding address, the Settlement Administrator will forward the Individual Notice and Claim Form to that address. For the remaining returned mailings, if a search of a commercial database resources entity (e.g., Accurint, TransUnion, IDI, etc.) was not previously conducted for those mailings, such a search shall be conducted and those mailings shall be forwarded to any new address or phone number obtained through such a search; *provided however*, if a determination is made in good faith by the Administrator that it is not

possible to further update any particular Class Member's address(es) in sufficient time to re-post the Class Notice(s) at least thirty (30) days before the scheduled Final Approval Hearing, then the Administrator need not make any further efforts to provide further Individual Notice to such Person(s). The Court finds the procedures set forth in this paragraph and the preceding paragraph constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses of Class Members such that no additional efforts to do so shall be required. Upon request, the Administrator shall provide Class Counsel and/or counsel for Defendant such reasonable access to the notice process as they may need to monitor compliance with the notice campaign.

10. In addition to the Individual Notices mailed in accordance with paragraph 8, above, the Administrator shall establish a website and post on that website the Agreement and a Publication Notice. Claims may also be asserted through the website established by the Administrator. The Publication Notice is hereby approved by the Court as to form and content and shall be posted on the website in a form substantially similar to that attached to the Agreement as Exhibit "4."

11. Prior to the Final Approval Hearing provided for in paragraph 14, below, Class Counsel shall file with the Court and serve upon counsel for Defendant a declaration confirming dissemination of the Individual Notice, and posting of the website Publication Notice in accordance with the terms of this Order.

12. All fees and expenses of providing the dissemination of Class Notice as set forth above and administration of the Settlement shall be borne by Atticus and reimbursed via deduction from the Net Settlement Fund, but shall not exceed Fifty Thousand Dollars (\$50,000) as agreed in the Agreement.

13. The Court preliminarily finds that the dissemination of the Individual Notice under the terms and in the format provided for in this Order, Claim Form, and the Publication Notice on a website as set forth above, constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Georgia Civil Practice Act, the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law.

14. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement at _____.m. on _____, 202_, in Courtroom _____ of the Fulton County Courthouse, as shall be set forth in the Individual Notice and Publication Notice. During the Final Approval Hearing, the Court will consider whether the Proposed Settlement described in the Agreement, including the proposed Claim Payments, the Attorneys' Fee Award to Class Counsel, and any Incentive Award to the Class Representative, should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Judgment approving the Proposed Settlement and dismissing this action on the merits, with prejudice, and without leave to amend. Upon a showing of good cause, the Final Approval Hearing may be postponed, adjourned or rescheduled by order of the Court without further notice to the members of the Settlement Class.

15. Class Members who wish to exclude themselves from the Settlement Class must submit written requests for exclusion to the Administrator. To be effective, such a request must include: the above-referenced case number, the Class Member's full name, address, and telephone number; a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class; and the signature of the Class Member or, in the case of a Class Member who is deceased or incapacitated or who is a corporate entity, the signature of the Legally Authorized

Representative of the Class Member. The Opt-Out request must be mailed to the Administrator at the address provided in the Class Notice and must be postmarked no later than thirty (30) days prior to the Final Approval Hearing.

16. Prior to the Final Approval Hearing, Class Counsel shall file with the Court and serve upon counsel for Defendant a declaration reporting the number and status of any Opt-Outs/requests for exclusion.

17. Potential Class Members who submit timely and valid requests for exclusion in the manner set forth in the Individual Notice and the Publication Notice shall be excluded from the Settlement Class. Such persons shall have no rights under the Proposed Settlement, shall not share in any distribution of funds under the Proposed Settlement, and shall not be bound by the Proposed Settlement or by any Final Judgment approving the Proposed Settlement.

18. All members of the Settlement Class who do not timely request exclusion in the manner set forth in the Individual Notice and Publication Notice shall be bound by any Final Judgment entered, and shall be barred and enjoined, now and in the future, from asserting any of the Released Claims, against any Released Persons. Upon entry of a Final Judgment approving the Proposed Settlement, all members of the Settlement Class shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

19. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement may file a written objection, as described below. Any Class Member who timely files an objection with the Court may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness, or adequacy of the Proposed Settlement, and on the application for

an award of attorneys' fees and costs. The right to object to the Proposed Settlement must be exercised individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity. To be effective, an objection to the Proposed Settlement must:

- (a) Contain a heading which includes the name of the case and case number;
- (b) Provide the name, address, telephone number and signature of the Settlement Class Member filing the objection;
- (c) Indicate the specific reasons why the Settlement Class Member objects to the Proposed Settlement;
- (d) Be filed with the Clerk of the Court not later than thirty (30) days prior to the Final Approval Hearing, with a copy sent to the Administrator by first-class mail, and postmarked no later than thirty (30) days prior to the Final Approval Hearing;
- (e) Contain the name, address, bar number and telephone number of the objecting Settlement Class Member's counsel, if represented by an attorney. If the Settlement Class Member is represented by an attorney, he/she/it must comply with all applicable Georgia laws and rules for filing pleadings and documents in Georgia Courts; and
- (f) State whether the objecting Settlement Class Member ("Objector") intends to appear at the Final Approval Hearing, either in person or through counsel.

In addition, an objection must contain the following additional information, if the Settlement Class Members or his/her or its attorney requests permission to appear at the Final Approval Hearing:

- (i) A detailed statement of the specific legal and factual basis for each and every objection;
- (ii) A list of any and all witnesses whom the Objector may call at the Final Approval Hearing, with the address of each witness and a summary of his or her proposed testimony;

- (iii) A detailed description of any and all evidence the Objector may offer at the Final Approval Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Final Approval Hearing;
- (iv) A list of the legal authority the Objector will present at the hearing; and
- (v) Documentary proof of membership in the Settlement Class.

20. The Class Representative and Class Counsel agree, and the Court finds, that any representation, encouragement, solicitation or other assistance, including but not limited to referral to other counsel, to any person seeking exclusion from the Settlement Class, or any other person seeking to litigate with Defendant over any of the Released Claims in this matter, prior to the Final Approval Hearing, could place Class Counsel and/or Class Representative in a conflict of interest with the Settlement Class. Accordingly, Class Counsel and the Class Representative and their attorneys shall not represent, encourage, solicit or otherwise assist, in any way whatsoever, including but not limited to referrals to other counsel, any person requesting exclusion from the Settlement Class or objecting to the Proposed Settlement.

21. The Proposed Settlement is hereby preliminarily approved as fair, reasonable, adequate, and in the best interests of the Class Members. However, it is not to be deemed an admission of liability or fault by Defendant or by any other person, or a finding of the validity of any claims asserted in the case, of any wrongdoing or of any violation of law by Defendant, or an admission by Defendant that the case should or could otherwise be certified as a class action. The Proposed Settlement and any documents, attachments or other materials submitted to the Court in furtherance of said Proposed Settlement shall not be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Defendant. In the event the Proposed Settlement is not finally approved for any reason, Defendant shall retain the right to

object to the maintenance of the case and/or any other case as a class action and to contest the case and/or any other case on any grounds.

22. Upon a showing of good cause, the Court may extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: _____

Judge Eric A. Richardson
State Court of Fulton County, Georgia

EXHIBIT 2 TO
SETTLEMENT
AGREEMENT

INDIVIDUAL
NOTICE

YOU MAY BE ENTITLED TO RECOVER FROM A CLASS ACTION SETTLEMENT INVOLVING VEHICLE BOOTINGS IN UNION CITY, GEORGIA

Para una notificación en Español, llamar o visitar nuestro website BootingClassAction.com

A settlement has been reached in a class action lawsuit wherein the Plaintiff claims that Kenny McElwaney d/b/a Maximum Booting Co. (“Maximum Booting”) unlawfully booted vehicles at parking lots in Union City Georgia. The case is *Jessy Polson v. Maximum Booting*, Civil Action No. 17EV003164, in the State Court of Fulton County. Booting is the method of attaching a device to a wheel or tire of a parked vehicle to prohibit the vehicle’s movement or operation. Maximum Booting denies that the any booting was unlawful. The Court has preliminarily approved the \$2,000,000 settlement and has authorized Plaintiff to send this notice to potential Class Members. A final fairness hearing will take place on _____ for the Court to determine whether to grant final approval of the settlement.

WHO IS INCLUDED?

Maximum Booting’s records indicate you may be a Class Member if you have received this notice in the mail. Generally, the Settlement Class includes everyone who had a vehicle booted by Maximum Booting in parking lots in Union City from June 15, 2012, through present where (a) you were the owner or operator of the vehicle; (b) you parked a vehicle that was booted; or (c) you paid to have the boot removed. See the detailed notice at the website identified below for exceptions to Class membership.

HOW MUCH COULD YOU RECEIVE?

Payments to eligible Class Members will be up to \$200.00 per claim and are subject to reduction based on the number of claims submitted. You must file a claim form to receive the payment. Other limitations and exclusions may apply as explained in the Settlement Agreement filed with the Court.

HOW DO YOU ASK FOR A PAYMENT?

Class Members who wish to receive a payment must complete the enclosed claim form or obtain a claim form at BootClassAction.com. All claim form submissions shall be declared under the penalty of perjury pursuant to 28 U.S.C. §

1746. Mailed claim forms must be postmarked by _____, 202 _____ and mailed to the address on the form.

WHAT ARE YOUR OTHER OPTIONS?

If you do not want a payment from this settlement, and you do not want to be legally bound by it, you must exclude yourself from the Class by submitting a written notice in the form prescribed by the Settlement Agreement by _____, 202 _____. If no request for exclusion is submitted timely, you will be a Class Member and will not be able to pursue any of the released claims released against Maximum Booting in this case. If you ask to be excluded, you will not receive a payment from this settlement.

If you do not exclude yourself from the settlement, you may choose to object by _____, 202 _____ by filing a written objection with the information prescribed in the Settlement Agreement. Any Class Member who objects to the settlement will be bound by the settlement if the Court approves it despite the objection. If you choose to object, you may also ask the Court for permission to speak at the fairness hearing.

The detailed notice at BootClassAction.com explains how Class Members may be excluded from the settlement or object to the settlement. If you do not timely exclude yourself from the settlement with the form prescribed in the Settlement Agreement, you will be legally bound by it.

HOW DO YOU GET MORE INFORMATION?

Visit BootClassAction.com where you can read all of the associated documents with this case, including the detailed notice, and contact the Settlement Administrator for questions. Do not contact the Court.

[www.BootClassAction.com](http://BootClassAction.com)

EXHIBIT 3 TO
SETTLEMENT
AGREEMENT

CLAIM FORM

CLAIM FORM

CLASS ACTION SETTLEMENT

If your vehicle was booted/immobilized by Kenny McElwaney d/b/a Maximum Booting Co. ("Maximum Booting"), you were in possession of a vehicle that was booted/immobilized by Maximum Booting, or you paid to have a vehicle immobilization device/boot removed by Maximum Booting in Union City, Georgia, between June 15, 2012, through present, you may be eligible for a payment from this settlement.

For complete details of the settlement, please review the Class Action Notice at BootingClassAction.com. You may also obtain a Claim Form online at BootingClassAction.com.

Please print (or type) clearly in blue or black ink. This Claim Form must be submitted online or mailed and postmarked by _____ 202. If you have more than one claim, please submit a separate Claim Form for each of your claims. There will only be one possible payment per booting.

1. CLASS MEMBER INFORMATION

Name: _____

Address: _____

<i>Number and Street</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
--------------------------	-------------	--------------	-----------------

Phone: _____

2. LOSS/ CLAIM INFORMATION

Address or Parking Lot Where Booting Occurred

<i>Address or Parking Lot</i>	<i>City</i>
-------------------------------	-------------

Date of Booting: _____ / _____ / _____
Month/Day/Year

License Plate Number of Booted Vehicle: _____

PLEASE CERTIFY:

I owned a vehicle that was booted.

Yes _____ No _____ I do not know _____

I was in possession or control of a vehicle that was booted.

Yes _____ No _____ I do not know _____

I personally paid to have the boot removed.

Yes _____ No _____ I do not know _____

- I paid the following to Maximum Booting via credit card / cash / check (circle one) to have the boot removed. \$ _____

3. DOCUMENTATION

Attach any documents that you have showing:

- The vehicle that was booted by Maximum Booting;
- Where and when the booting occurred;
- That you were driving the vehicle that was booted; and
- That you made payment to Maximum Booting to have the boot removed (i.e., receipts, credit card statements with all other charges and account numbers redacted).

4. SIGN, DATE AND SUBMIT YOUR CLAIM FORM

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury under the laws of the United States of America that: I have read this Claim Form; I believe I am eligible for Class membership; all of the information on this Claim Form is true and correct to the best of my knowledge; I have made a diligent search for the documents described in Part 3 above; and I have attached to or enclosed with this Claim Form all documents that I have been able to locate.

Signature

Print Name

/ ____ / ____
Month/Day/Year

5. MAIL YOUR CLAIM FORM

To have your claim considered, Claim Forms must be postmarked by _____, 202_ and mailed to:

Atticus Administration, LLC
1250 Northland Drive, Suite 240
Mendota Heights, MN 55120

6. CLAIMS ADMINISTRATION

Please be patient. You will receive a letter telling you if you qualify for a payment. The letter will explain the process and deadlines to resolve any disagreement you may have with this determination.

**EXHIBIT 4 TO
SETTLEMENT
AGREEMENT**

INTERNET NOTICE

IN THE STATE COURT OF FULTON COUNTY, GEORGIA

A class action settlement involving vehicle bootings by Maximum Booting in Georgia may provide payments to those who qualify.

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

- There is a class action about whether Kenny McElwaney d/b/a Maximum Booting Co. (“Maximum Booting”) has unlawfully booted vehicles in Union City, Georgia.
- You may be eligible for a payment if you qualify and timely submit a valid and notarized claim form.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment if you qualify.
ASK TO BE EXCLUDED	Get no payment. The only option that may allow you to individually sue Maximum Booting over the claims resolved by this settlement.
OBJECT	Write to the Court about why you don’t agree with the settlement. However, you will remain bound by the settlement if it is approved.
GO TO A HEARING	Ask to speak in Court about the settlement. However, you will remain bound by the settlement if it is approved.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, money will be distributed to those who qualify. Please be patient.

EXHIBIT 4

QUESTIONS? VISIT BOOTINGCLASSACTION.COM

PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGES 3 - 4
1. Why was this notice issued? 2. What are these lawsuits about? 3. What is booting? 4. Why is this a class action? 5. Why is there a settlement?	
WHO IS IN THE SETTLEMENT.....	PAGES 4 - 5
6. How do I know if I am part of the settlement? 7. Are there exceptions to being included? 8. Understanding Class membership. 9. I'm still not sure I'm included.	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	PAGE 5
10. What does the settlement provide? 11. How do I qualify for a payment? 12. How much will payments be?	
HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM	PAGE 6
13. How can I get a payment? 14. When will I get my payment? 15. What if I disagree with my eligibility or the amount of my payment? 16. What am I giving up to get a payment or stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGES 6 - 7
17. How do I get out of the settlement? 18. If I don't exclude myself, can I sue Maximum Booting for the same thing later? 19. If I exclude myself, can I get a payment from this settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 7
20. Do I have a lawyer in this case? 21. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT	PAGES 7 - 8
22. How do I tell the Court if I don't agree with the settlement? 23. What's the difference between objecting and asking to be excluded?	
THE COURT'S SETTLEMENT FINAL APPROVAL HEARING	PAGES 8 - 9
24. When and where will the Court decide whether to approve the settlement? 25. Do I have to come to the hearing? 26. May I speak at the hearing?	
IF YOU DO NOTHING	PAGE 9
27. What happens if I do nothing at all?	
GETTING MORE INFORMATION	PAGE 9
28. How do I get more information about the settlement?	

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the parties’ Settlement Agreement (“Agreement”), and after any appeals are resolved, payments will be made to those who qualify and submit a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Eric A. Richardson in the State Court of Fulton County, Georgia, is overseeing this class action. The case is known as *Jessy Polson v. Maximum Booting*, Civil Action No. 17EV003164. The person who sued is called the “Plaintiff,” and the company they sued is called the “Defendant.”

2. What are these lawsuits about?

The lawsuit claims that Maximum Booting unlawfully booted vehicles in parking lots in Union City, Georgia. Maximum Booting has maintained that it lawfully and properly booted vehicles, and has denied all allegations that it acted wrongfully or unlawfully.

3. What is booting?

Booting is the method of attaching a device to a wheel or tire of a parked vehicle to prohibit the vehicle’s movement or operation. The device is also known as a “boot.”

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case Jessy Polson) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Maximum Booting, and has not found that Maximum Booting did anything wrong. Instead, both sides agreed to settle. That way, they avoid the cost of a trial and potentially an appeal, and the people who qualify will get compensation. The Class Representative and their attorneys think the settlement is best for all Class Members. **The settlement does not mean that Maximum Booting did anything wrong, no trial has occurred, and no merits determinations have been made.**

WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits from this settlement, you first have to determine if you are a Class Member.

6. How do I know if I am part of the settlement?

The Class includes everyone who owned a vehicle booted by Maximum Booting, was in possession of a vehicle booted by Maximum Booting, or paid for a boot to be removed by Maximum Booting in Union City, Georgia from June 15, 2012, through the present. Further information can be found at [BOOTINGCLASSACTION.COM]. To qualify as a potential Class

Member, you must have been driving the vehicle that was booted or personally paid the booting fee. Not more than one award will be issued per boot.

7. Are there exceptions to being included?

You are not included in the settlement if you (1) exclude yourself from this case; or (2) were not booted by Maximum Booting in Union City, Georgia from June 15, 2012, through the present.

Additionally, Maximum Booting, and all present or former officers, directors, employees, partners, principals, shareholders and/or agents of Maximum Booting; any employees, officers, or directors of Maximum Booting's insurers; members of the judiciary and their staff to whom these lawsuits are assigned; Class Counsel and their employees; Maximum Booting's counsel of record and their immediate family; and all Persons who make a timely election to be excluded from the Settlement Class are not included in the settlement.

8. Understanding Class membership.

This series of questions may also help you determine if you are a Class Member. Please answer all of the questions in order.

Question	Yes	No
Did you 1) have a vehicle you were driving booted by Maximum Booting; 2) have a vehicle you owned booted by Maximum Booting; or 3) pay Maximum Booting to have a boot removed from a vehicle?	Continue	You are not a Class Member.
Did the booting occur in Union City, Georgia from June 15, 2012, through the present?	Continue	You are not a Class Member.
Was the address where the booting occurred in Union City, Georgia?	You could be a Class Member.	You are not a Class Member.

9. I'm still not sure I'm included.

If you are not sure whether you are included in the Class, you should submit a notarized claim form before _____, 202__.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

10. What does the settlement provide?

The settlement will pay to compensate eligible Class Members for Maximum Booting's alleged unlawful booting of vehicles in Union City, Georgia.

11. How do I qualify for a payment?

To qualify for a payment you must have had your vehicle booted by Maximum Booting in Union City, Georgia from June 15, 2012, through the present or paid Maximum Booting to remove the boot. You may qualify for a payment if you were driving the vehicle that was booted even if you did not own it.

12. How much will payments be?

Payments to eligible Class Members will be no more than \$200.00 per claim in Union City, and are subject to revision based on the amount of claims submitted. If the amount of claims submitted exceeds the class settlement fund, the settlement amount per class member will amount to the total number of submitted claims divided by the applicable class settlement fund balance after paying for administrative costs, attorney's fees, and the Class Representative award.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

13. How can I get a payment?

To ask for a payment, you must complete and timely submit a notarized claim form. You can get a claim form at [BOOTINGCLASSACTION.COM]. You'll need to attach any documents that you have showing that: you owned or drove a vehicle that was booted by Maximum Booting during the class period, or that you paid to have a boot removed by Maximum Booting, and that the vehicle was booted in Union City, Georgia from June 15, 2012, through the present.

See Section 3 of the claim form for more details on the required documentation. Please read the instructions carefully, fill out the claim form, have it notarized, and mail it postmarked no later than, _____, 202_____ to:

Maximum Booting Settlement Claims
Atticus Administration LLC
1250 Northland Drive, Suite 240
Mendota Heights, MN 55120

14. When will I get my payment?

The payments will be mailed to eligible Class Members who send in valid and notarized claim forms on time, after the Court grants “final approval” of the settlement, any appeals are resolved, and the claims administration process described in the Agreement is completed. If Judge Richardson approves the settlement after a hearing on _____ (see the section “The Court’s Settlement Final Approval Hearing” below), there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

15. What if I disagree with my eligibility or the amount of my payment?

There is a process in the settlement to resolve disagreements over whether you are eligible and how much money you should get. You will get further details in the letter you receive about your settlement claim. The Agreement available at [BOOTINGCLASSACTION.COM] also provides more information.

16. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot individually sue Maximum Booting over the claims settled in the case. It also means all of the Court’s orders will apply to you and legally bind you. If you submit a claim form, or simply stay in the Class, you will agree to “release and discharge” Maximum Booting as described in the Agreement. A complete copy of the Agreement can be obtained at [BOOTINGCLASSACTION.COM]. The Agreement specifically describes the released claims in necessarily accurate legal terminology. Talk to Class Counsel (See the section on “The Lawyers Representing You”) or your own lawyer if you have questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to individually sue Maximum Booting about the issues in the case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

17. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the Maximum Booting settlement. You must include the case number, your full name, address, telephone number, and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. You must mail your request for exclusion postmarked by _____ to:

Maximum Booting Settlement Claims
Atticus Administration LLC
1250 Northland Drive, Suite 240
Mendota Heights, MN 55120

You cannot exclude yourself on the phone, by email, or at the website.

18. If I don't exclude myself, can I sue Maximum Booting for the same thing later?

No. Unless you exclude yourself, you give up any right to individually sue Maximum Booting for the claims this settlement resolves. You must exclude yourself from this Class to sue Maximum Booting individually over the claims resolved by this settlement. Remember, the exclusion deadline is _____, 202__.

19. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, do not submit a claim form to ask for a payment.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

The Court appointed the Wetherington Law Firm, P.C. to represent you and other Class Members as “Class Counsel.” You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

21. How will the lawyers be paid?

Class Counsel will ask the Court for up to \$740,000 to cover attorneys' fees and reimbursement of their expenses. Class Counsel will also ask that \$5,000 be awarded to the Class Representative for representing the Class. Maximum Booting has agreed not to oppose the request for fees and expenses up to the amount above. The Court may award less than this amount. Maximum Booting will separately pay the fees and expenses the Court orders from the total settlement fund. These payments will not reduce the amount distributed to Class Members. Maximum Booting will also separately pay the costs to administer the settlement from the settlement fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

22. How do I tell the Court if I don't agree with the settlement?

If you don't want the Court to approve the settlement you must file a written objection in the case with the State Court of Fulton County, Georgia, and send a copy to the Administrator as noted below. You must include the full name of the case, your full name, address, telephone number, your signature, the specific reasons why you object to the settlement, and a statement as to whether you intend to appear at the Settlement Final Approval Hearing in person or through counsel. If you do intend to appear at the Settlement Final Approval Hearing to object to the Settlement, you must also provide with your written objection a detailed statement of the specific legal and factual basis for each objection, a list of any witnesses you will call at the hearing with each witness' address and summary of the witness' testimony, a detailed description of all evidence you will offer at the hearing with copies of the exhibits attached, a list of the legal authority you will present at the hearing, and documentary proof of your membership in the Class. You or your lawyer may appear at the Settlement Final Approval Hearing if you have filed a written objection as provided above within the timeline set forth by the Court in its Order preliminarily approving the Settlement. (See the section on the "Court's Settlement Final Approval Hearing" below). If you have a lawyer file an objection for you he or she must follow all Georgia rules and you must list the attorney's name, address, bar number and telephone number in the written objection filed with the Court.

File the objection with the Clerk of the Court at the address below by _____. Note: You may send it by mail, but it must be received and filed by the Clerk by this date:	Mail a copy of the objection to the Administrator at the following address so that it is postmarked by _____:
Court	Administrator
State Court of Fulton County 185 Central Avenue, SW Atlanta, Georgia 30303	Atticus Administration LLC 1250 Northland Drive, Suite 240 Mendota Heights, MN 55120

23. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result and will still receive a Settlement Payment.

THE COURT'S SETTLEMENT FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

24. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Settlement Final Approval Hearing at _____ .m., on _____, at the Fulton County Courthouse, Atlanta, Georgia. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Richardson may listen to people who have asked

to speak about an objection according to Question 22, above. The Court may also decide how much to award Class Counsel as fees for representing the Class and whether and how much to award the Class Representative for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. It is not known how long this decision will take.

25. Do I have to come to the hearing?

If you filed a written objection, you or your lawyer acting on your behalf may attend the Settlement Final Approval Hearing, but you are not required to do so. Class Counsel will answer any questions Judge Richardson may have. But, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it's not necessary, unless you choose to have a lawyer appear on your behalf to object to the settlement.

26. May I speak at the hearing?

If you submitted a proper written objection to the settlement, you or your lawyer acting on your behalf may speak at the Settlement Final Approval Hearing if said in your objection that you would like to be heard at the hearing. You cannot speak at the Hearing if you exclude yourself.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you do nothing, you'll get no payment from this settlement. But, unless you exclude yourself, you won't be able to individually sue Maximum Booting for the claims resolved in this case.

GETTING MORE INFORMATION

28. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the Agreement. If you have questions, visit [BOOTINGCLASSACTION.COM]. Do not contact the Court.

EXHIBIT 5 TO
SETTLEMENT
AGREEMENT

FINAL ORDER AND
JUDGMENT

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

JESSY POLSON, Individually, and on behalf
of a class of similarly situated persons,

Plaintiff,

v.

KENNY MCELWANEY D/B/A
MAXIMUM BOOTING CO.,

Defendant.

CIVIL ACTION FILE NUMBER

17EV003164

**FINAL ORDER AND JUDGMENT APPROVING SETTLEMENT, AWARDING CLASS
COUNSEL ATTORNEYS' FEES, AWARDING CLASS REPRESENTATIVE
INCENTIVE FEE, AND DISMISSING ACTIONS WITH PREJUDICE**

On this _____ day of _____, 202_, the Court considered the Joint Motion for Final Approval of Settlement (“Joint Motion for Final Approval”) and Plaintiff’s Motion for Fees.

The Joint Motion for Final Approval requests (a) certification of the class for settlement purposes only; (b) final approval of the Proposed Settlement preliminarily approved by this Court on _____, 202_ and memorialized in the Settlement Agreement and Order Preliminarily Certifying Settlement Class and Approving Class Settlement; and (c) dismissal with prejudice of Plaintiff’s claims, both individually and as a class, against Defendant. Class Counsel’s Application for Fees requests this Court award attorneys’ fees and reimbursement of expenses to Class Counsel and incentive awards to the Class Representative. In connection with the Joint Motion for Final Approval and Class Counsel’s Application for Fees, the Court considered all matters of record, including, but not limited to, said pleadings, all exhibits and affidavits thereto; Plaintiffs’ Submission of Evidence, all exhibits and attachments thereto, which were admitted into

evidence for all purposes at the Settlement Final Approval Hearing; all pleadings filed in this matter; and arguments of counsel.

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Joint Motion for Final Approval and Class Counsel's Application for Fees, and having reviewed and considered the files and records herein, and all other evidence submitted, finds and concludes as follows:

1. Plaintiff and Defendant have executed and filed a Settlement Agreement ("Agreement") and exhibits thereto with the Court on _____, 202_. The Agreement is hereby incorporated by reference in this Order, and all terms defined in the Agreement will have the same meanings in this Order.

2. The Agreement provides for the settlement of this Action with Defendant on behalf of the representative Plaintiff and the members of the Settlement Class, subject to final approval by the Court. The Agreement provides that, in exchange for the releases described in the Agreement and this Final Judgment, Maximum Booting will provide a total Settlement Consideration including settlement payments to all qualifying members of the Settlement Class who submit approved claims.

3. On _____, 202_, the Court held a Preliminary Approval Hearing to consider the preliminary approval of the Settlement Agreement. The Court, on _____, 202_, entered the Order Preliminarily Certifying Settlement Class and Approving Class Settlement ("Preliminary Approval Order"), preliminarily approving the Agreement, and scheduling a hearing for final approval of the settlement for _____, 202_ at __.m. ("Final Approval Hearing") (a) to determine whether the Proposed Settlement of the Actions on the terms and conditions provided for in the Agreement is fair, reasonable and adequate and should be finally

approved by the Court; (b) to determine whether a final judgment should be entered herein; and (c) to consider Class Counsel's Application for Fees.

4. The Court ordered the Individual Notice and Claim Form, in the forms attached to the Agreement as Exhibits "2" and "3", be mailed by the Administrator, _____, by first-class mail, postage prepaid, on or before _____, 202_ (the "Notice Mailing Date") to all potential Class Members whose names were ascertained by Maximum Booting and Class Counsel through a reasonable search of Maximum Booting's Identifying Data at their last known address with address updating and verification where reasonably available, and that the website be implemented on or before the Notice Mailing Date.

5. The parties and the Administrator have satisfactorily demonstrated that such Class Notice was given in accordance with the terms of the Preliminary Approval Order.

6. In accordance with the Individual Notice, the Final Approval Hearing was duly held before this Court on _____, 202_. At the Final Approval Hearing, the Court considered (a) whether certification for settlement purposes only was appropriate under Rule 23 of the Georgia Civil Practice Act (O.C.G.A. § 9-11-23 – "Rule 23"); (b) the fairness, reasonableness, and the adequacy of the Settlement Agreement; and (c) the fairness and reasonableness of Class Counsel's Application for Attorneys' Fees under applicable law. At the Final Approval Hearing, the Court fulfilled its duty to independently evaluate the fairness, reasonableness, and adequacy of the Agreement and Class Counsel's Application for Attorneys' Fees by considering not only the pleadings and arguments of Plaintiff, Class Counsel and Maximum Booting, but also by rigorously and independently evaluating the Agreement and Class Counsel's Application for Fees on behalf of the absent class members, and as such, the Court considered any argument that could reasonably be made against approval of the Agreement and

Class Counsel's Application for Attorneys' Fees, even if such argument was not actually presented to the Court by pleading or oral argument.

7. By performing this independent analysis of the Joint Motion for Final Approval and Class Counsel's Application for Fees, the Court has considered and protected the interests of all absent Class Members under Rule 23.

8. The Individual Notice and Publication Notice advised Class Members of the method by which a Class Member could request exclusion from the Settlement and pursue an independent legal remedy against Defendant. All Class Members had the absolute right to opt out and pursue an individual lawsuit against Defendant.

9. Any Class Member who failed to request exclusion under the terms of the Individual Notice and Publication Notice voluntarily waived the right to pursue an independent remedy against Defendant.

10. The Individual Notice and Publication Notice advised Class Members of the method by which a Class Member could properly file objections and request to be heard at the Final Approval Hearing. The Individual Notice and Publication Notice also advised Class Members that they could remain a member of the class and assert objections, if desired, to the settlement at the Final Approval Hearing.

11. [The Court heard and considered any objections that were presented by Objectors at the Final Approval Hearing and hereby OVERRULES all such objections].

12. On or about _____, 202_, Plaintiff and Defendant applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. In support of that Application, Plaintiff submitted, among other things, evidence concerning the dissemination and adequacy of Class Notice, evidence regarding the names of potential Class

Members who have submitted requests for exclusion from the Settlement Class, evidence regarding the negotiation of the Agreement, evidence regarding the fairness, reasonableness, and adequacy of the substantive terms of the Agreement, and evidence regarding the fairness, reasonableness and adequacy of Class Counsel's Application for Fees.

13. Plaintiff offered into evidence at the Final Approval Hearing the Declaration of Class Administrator in support of the Motion for Final Approval and Class Counsel's Application for Fees.

14. As part of its Preliminary Approval Order, the Court certified for settlement purposes Settlement Class defined as follows:

All persons who have had a vehicle in their possession booted by or at the request of Defendant and paid fines for removal of said device within the City of Union City from June 15, 2012, through present.

Excluded from the Settlement Class are: (1) Defendant, and any employee or contractor acting on Defendant's behalf; (2) Any employees, officers, or directors of Defendant's insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Class Counsel and its employees.

The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment. In so doing, the Court finds, for settlement purposes only, the Action meets all the requirements of Rule 23, due process and all other applicable rules and law and can therefore be certified as a settlement class action.

15. On _____, 202_, the parties provided evidence that the Individual Notice, Publication Notice, and website, all of which informed members of the Settlement Class of the terms of the Proposed Settlement, of their opportunity to request exclusion from the

Settlement Class, and of their opportunity to object to the terms of the Settlement Agreement, were disseminated in accordance with the Preliminary Approval Order.

16. Specifically, the Court received and admitted a Declaration from _____, setting forth the scope and results of the notice campaign. Additionally, the Court was provided with testimony at the Final Approval Hearing concerning the adequacy of the notice program.

17. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes the Individual Notice and Publication Notice as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, together with the posting of the Agreement, Individual Notice, Publication Notice, Claim Form, and frequently asked questions on the settlement website: (i) constituted the best notice practicable; (ii) were reasonably calculated to apprise potential members of the Settlement Class of the pendency of the Actions, their right to object or exclude themselves from the Proposed Settlement and to appear at the Final Approval Hearing, and their right to seek monetary relief; (iii) were reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) met all requirements of the Georgia Civil Practice Act, including but not limited to Rule 23, and the requirements of due process under the Georgia and United States Constitutions, and requirements of any other applicable rules or law.

18. Accordingly, the Individual Notice and Publication Notice as disseminated are finally approved as fair, reasonable, and adequate. The Court finds and concludes that due and adequate notice of the pendency of theis Action and of the Agreement has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice program described in the Preliminary Approval Order and completed by the parties complied fully with the

requirements of Rule 23, the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law. The Court further finds that the notice campaign undertaken concisely and clearly states in plain, easily understood language:

- (a) the nature of the action;
- (b) the definition of the class certified;
- (c) the class claims, issues or defenses;
- (d) that a Class Member may object to the settlement;
- (e) that a Class Member may enter an appearance and participate at the Settlement Final Approval Hearing in person or through counsel if the member so desires;
- (f) that the Court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded;
- (g) the date and time of the Settlement Final Approval Hearing; and
- (h) the binding effect of the class judgment on Class Members.

19. Having admitted and reviewed the evidence at the Final Approval Hearing concerning the success of the notice campaign, the Court finds that it is unnecessary to afford any additional opportunity to request exclusion to individual Class Members who had an earlier opportunity to request exclusion, but did not do so.

20. The Final Approval Hearing and the evidence before the Court clearly support a finding that the Agreement was entered into in good faith between the Plaintiffs and Defendant, and the Court does hereby so find.

21. The Court finds that the Agreement is the result of a good faith arm's length negotiation by the parties hereto. In addition, the Court finds that approval of the Agreement and

the Proposed Settlement embodied therein will result in substantial savings in time and resources to the Court and the litigants and will further the interests of justice. Further, the Court finds that the Agreement is fair, reasonable, and adequate to members of the Settlement Class based on formal and informal discovery, due diligence, and the absence of material objections sufficient to deny approval.

22. The settlement of this Action on the terms and conditions set forth in the Agreement is approved and confirmed in all respects as fair, reasonable, and adequate and in the best interest of the Settlement Class and Settlement Class Members, especially in light of the benefits to the Settlement Class and the costs and risks associated with the continued prosecution, trial and possible appeal of this complex litigation.

23. The Court, in its evaluation of the fairness, reasonableness, and adequacy of the Agreement and Class Counsel's Application for Fees, considered all objections that were filed or that could have been raised by any absent Class Member.

24. The manner in which documents in Maximum Booting's possession were used to evaluate and process claims is fair and reasonable based upon the terms of the Agreement and evidence presented at the Final Approval Hearing. The claim process as set forth in the Agreement is fair, reasonable and adequate to both Class Members and Maximum Booting. Any Class Member who did not submit a Claim Form in compliance with the claims process set forth in Section VII of the Agreement or, alternatively, who did not request exclusion from the Settlement

Class in accordance with Section VIII of the Settlement Agreement, is forever barred from asserting a Released Claim¹ against a Released Person² in any other action or proceeding.

25. Class Counsel has requested \$700,000 in attorneys' fees and expenses (constituting 35% of the total settlement) and Forty Thousand Dollars (\$40,000) for Attorneys' costs. Class Counsel has also requested that the Class Representative receive an Incentive Award of \$5,000. Class Counsel's requests for \$740,000 in attorneys' fees and expenses and an Incentive Award of \$5,000 to the Class Representative from the settlement fund are fair, reasonable and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Court possesses jurisdiction over the subject matter of this Action, the Plaintiff, Defendant, members of the Settlement Class, and the Released Persons.
2. The Court certifies the Settlement Class, for Settlement purposes only, under Rule 23 and all other applicable rules and law.
3. The objections to the Settlement, if any, are hereby overruled.

¹ The term "Released Claims" as used herein and in the Agreement means and includes any and all known claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys' fees, costs, interest, expenses, or losses (including actual, consequential, statutory and/or punitive or exemplary damages) arising from or in any way related to: any acts which have been alleged or which could have been alleged in the Actions by Plaintiff on behalf of himself or on behalf of the Settlement Class against Defendant arising in contract, extra-contractual or tort, common law or equity, or federal, state or local law, statute ordinance, rule or regulation, and arise from or relate to booting of vehicles in Union City, Georgia by Maximum Booting as defined in the Settlement Class. The Released Claims do not include any claim for enforcement of the contemplated Settlement Agreement and/or Final Order and Judgment.

² The term "Released Persons" as used herein and in the Agreement means Defendant and their past or present subsidiaries, parents, and/or affiliates, successors and predecessors in interest, assigns, acquirers, divisions, representatives, heirs, officers, directors, shareholders, agents, managing agents, employees, attorneys, auditors, accountants, brokers, surplus lines brokers, underwriters, advisers, insurers, and parent and/or holding companies of the foregoing, and their co-insurers and re-insurers.

4. Timely requests for exclusion were submitted by _____ potential members of the Settlement Class and those potential Class Members (identified in Exhibit “1” hereto) are excluded from the Settlement Class. All other potential members of the Settlement Class are adjudged to be members of the Settlement Class and are bound by this Final Judgment and by the Agreement and the Proposed Settlement embodied therein, including the releases provided for in the Agreement and this Final Judgment.

5. All provisions and terms of the Agreement are hereby finally approved in all respects. The parties to the Agreement are hereby directed to consummate the Agreement in accordance with its terms.

6. This Action is dismissed in its entirety on the merits, with prejudice and without leave to amend, and all members of the Settlement Class are forever barred and permanently enjoined from starting, continuing, or participating in, litigating or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative or regulatory proceeding or order based on or relating to the claims, facts or circumstances alleged in this Action and/or the Released Claims against the Released Persons, including, but not limited to, Defendant. Accordingly, any future claims arising out of the conduct alleged in the Complaint and claims released herein are barred by *res judicata*. There shall be no limit to the *res judicata* effect of this Final Order and Judgment. Additionally, and not by way of limitation as to the *res judicata* effect upon anyone attempting to litigate any issue released herein, the Court permanently enjoins any Georgia resident (or any other person within the jurisdiction of the Court) from filing, commencing, prosecuting, intervening in, or participating in (as parties and/or class members) any action regarding any Released Claim, or attempting to amend an existing action to assert any class claims that have been

released pursuant to the Agreement. Any person in contempt of this injunction may be subject to sanctions.

7. The Court finds that Class Counsel and the Class Representative adequately, appropriately, and fairly represented and protected the interests of the Settlement Class for the purposes of entering into and implementing the Proposed Settlement. Accordingly, the named Plaintiff is appointed as the representative for the Settlement Class, and the following Class Counsel is appointed as counsel for the Settlement Class:

Matthew Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW, Suite 370
Atlanta, Georgia 30309
matt@wfir.com
(404) 888-4444

8. The Court finds that the other requirements for certification of a settlement class under Rule 23 have been met.

9. Upon the entry of this Final Judgment, each Class Member shall be conclusively deemed to have fully released and discharged, to the fullest extent permitted by law, any and all of the Released Persons from all of the Released Claims.

10. The following constitutes highly confidential and proprietary business information of Maximum Booting as well as personal information of Class Members (the “Proprietary Information”): the name, address, telephone number, license plate, VIN, or tag data, and other data concerning individuals compiled by Maximum Booting, Class Counsel, and/or the Settlement Administrator in effectuating the Proposed Settlement. The confidentiality of all Proprietary Information shall be protected from disclosure by Class Counsel and/or other attorneys for Plaintiffs in this Action.

11. No persons other than Maximum Booting's counsel and clerical/administrative personnel employed by Maximum Booting, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Administrator, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

12. The Agreement, Proposed Settlement, and this Final Judgment are not deemed admissions of liability or fault by the Defendant or other Released Persons, or a finding of the validity of any claims in the Actions or of any wrongdoing or violation of law by the Defendant or other Released Persons. The Agreement and Proposed Settlement are not a concession or admission by the parties of any material fact, and, to the extent permitted by law, neither this Final Judgment nor the Agreement or any other documents, exhibits or materials submitted in furtherance of the settlement, shall be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of the Released Persons as an admission or concession that this action may properly be maintained as a litigation class, or for any other purpose. Nothing in this paragraph shall affect or bar the Parties from using these documents to enforce terms of the Settlement.

13. Neither the Agreement, nor the negotiations of the Class Settlement, nor the Class Settlement procedures, nor any act, statement or document related in any way to the Class Settlement negotiations or settlement procedures, nor any pleadings, or other document or action related in any way to the Agreement and/or Settlement shall be (a) offered into evidence in any other case or proceeding in support of or in opposition to a motion to certify a contested class or

(b) otherwise used in any case or proceeding whatsoever in support of or in opposition to a motion to certify a contested class.

14. Pursuant to Class Counsel's Application for Attorneys' Fees and Reimbursement of Costs Related to the Agreement, the Court jointly awards Class Counsel the sum of \$740,000 in attorneys' fees and costs. The Administrator shall pay such fees to Class Counsel pursuant to the terms of the Agreement from the settlement fund. In addition, the Court awards an Incentive Award of \$5,000 to the Class Representative. The Court hereby finds that these amounts are fair and reasonable and directs the Administrator to issue these payments directly to the Class Representative and Class Counsel.

15. Any Class Member who receives a check in connection with a claim submitted under the Settlement Agreement and does not cash that check within 120 days of its date is deemed to have waived those funds and Defendant shall have no further obligations to pay such claims.

16. Within sixty (60) days after the Effective Date, Class Counsel and/or other attorneys for Plaintiffs shall destroy or return to counsel for Maximum Booting all Proprietary Information, and all confidential documents, data or information, and all copies thereof in their possession, custody, or control and any other confidential documents (exclusive of documents filed with the Court) provided by Maximum Booting to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with the Agreement. Within forty-five (45) days after the Effective Date, Class Counsel shall deliver a letter to counsel for Maximum Booting confirming their compliance with this paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel shall use any of this proprietary or confidential material in any other litigation or for any other purpose, current or

future, unless independently obtained through discovery or other procedures in such other litigation.

17. As soon as reasonably possible after the completion of all payments to Class Members eligible for payment pursuant to the Agreement, the parties shall file with the Court a final report, together with a proposed order approving such report, indicating that distribution in accordance with the terms of the Agreement and the Court's prior Orders have been completed.

18. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over these Actions for purposes of:

- A. Enforcing the Agreement and the Proposed Settlement;
- B. Hearing and determining any application by any party to the Agreement for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED THIS ____ DAY OF _____, 202__.

Dated: _____

Judge Eric A. Richardson
State Court of Fulton County, Georgia