

SETTLEMENT AGREEMENT

This Settlement Agreement is made and effective as of July 11, 2017 (the “Agreement Execution Date”) by and among Benjamin Hankinson, James Guerra, Jeanette Gandolfo, Lisa Palmer, Donald Anderson, and Lisa Prihoda (“Plaintiffs” or “Named Plaintiffs”), the Settlement Class (defined below) and Defendants R.T.G. Furniture Corp., d/b/a Rooms To Go, RTG America, LLC, The Jeffrey Seaman 2009 Annuity Trust, RTG Furniture Corp. of Georgia, d/b/a Rooms To Go, Rooms To Go North Carolina Corp., d/b/a Rooms To Go, RTG Furniture of Texas, L.P., d/b/a Rooms to Go, RTG Texas Holdings, Inc., and R.T.G. Furniture Corp. of Texas (“RTG”)¹ (the “Settlement Agreement” or the “Agreement”).

RECITALS

1. On August 12, 2015, plaintiffs Benjamin Hankinson, James Guerra, and Jeanette Gandolfo initiated a putative nationwide class action against R.T.G. Furniture Corp. d/b/a Rooms To Go in the United States District Court, Southern District of Florida, captioned *Hankinson, et al. v. R.T.G. Furniture Corp., d/b/a Rooms to Go*, Case No. 9:15-cv-81139, concerning RTG’s ForceField fabric and leather protection plans (“the Action”).

2. On June 10, 2016, the Named Plaintiffs filed a Second Amended Complaint (the “Complaint”), adding plaintiffs Lisa Palmer, Donald Anderson, and Lisa Prihoda and defendants RTG America, LLC, The Jeffrey Seaman 2009 Annuity Trust, RTG Furniture Corp. of Georgia, d/b/a Rooms To Go, Rooms To Go North Carolina Corp., d/b/a Rooms To Go, RTG Furniture of Texas, L.P., d/b/a Rooms To Go, RTG Texas Holdings, Inc., and R.T.G. Furniture Corp. of Texas.²

3. On June 28, 2016, RTG moved to dismiss the Complaint. The Court granted the motion to dismiss in part, striking Plaintiffs’ claims for punitive damages.

4. The parties engaged in extensive discovery. The parties exchanged written discovery, including multiple sets of interrogatories and requests for production. The parties

¹ Throughout this litigation, the parties have disputed which entities are appropriately named as defendants or participated in any conduct relevant to this case. The term “RTG” is used herein to refer to all defendants as a matter of convenience. Nothing herein shall be construed as an admission that any defendant participated in or is responsible for any of the conduct alleged in this case.

² An additional plaintiff, Catherine Long, joined the Action in the Second Amended Complaint, but later voluntarily dismissed her claims.

took approximately 24 fact depositions, including current and former RTG employees. All of the Named Plaintiffs were deposed, and depositions were taken of Plaintiffs' six expert witnesses and RTG's two expert witnesses.

5. On September 2, 2016, the Named Plaintiffs filed their Motion for Class Certification. The Motion was fully briefed, and the Court permitted RTG to file a sur-reply. RTG also filed motions to exclude all of Plaintiffs' experts, which were fully briefed.

6. On February 9, 2017, the parties attended a full-day mediation session in Miami with mediator Rodney Max (the "Mediator"). The parties continued the in-person mediation in Atlanta on February 17, 2017, but were unable to reach a resolution at that time.

7. On April 18, 2017, the Court held a hearing on Plaintiffs' Motion for Class Certification and took the Motion under advisement.

8. On May 9, 2017, following continued mediation efforts by the Mediator and based on the discovery, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, the parties reached an agreement in principle to resolve the Action. The Settlement was reached after considering, among other things, (1) the benefits available to Named Plaintiffs and the Class under the terms of this Agreement, (2) the risks and uncertainty of litigation, especially in actions such as this, as well as the difficulties and delays inherent in such litigation, and (3) the desirability of consummating this Agreement promptly to provide effective relief to the Named Plaintiffs and the Settlement Class.

9. RTG, denying wrongdoing of any kind whatsoever and denying the allegations in the Complaint, has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of litigation, and to be completely free of further participation in the Action and any further controversy with respect to the Released Claims (defined below).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. DEFINITIONS

A. The following terms shall have the meanings set forth below:

1. "Action" means the lawsuit captioned *Hankinson, et al. v. R.T.G. Furniture Corp., d/b/a Rooms to Go*, Case No. 9:15-cv-81139, in the United States District Court, Southern District of Florida.

2. “Claimant” means a Settlement Class Member who does not submit a timely and valid request for exclusion from the Settlement Class by the Opt-Out Deadline in accordance with the provisions of the Preliminary Approval Order, and submits a timely and valid Claim Form.

3. “Claims Deadline” means the deadline by which a Settlement Class Member who wishes to receive Settlement Consideration must submit a properly executed Claim Form, which deadline shall be 30 days after the Fairness Hearing.

4. “Class Notice” means legal notice of the terms of the proposed Settlement as approved by the Court, as part of its entry of the Preliminary Approval Order.

5. “Class Counsel” means the following individuals:

COHEN MILSTEIN SELLERS & TOLL PLLC

Theodore J. Leopold
Leslie M. Kroeger
Diana L. Martin
2925 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33410
Telephone: (561) 515-1400
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Eric A. Kafka
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East Tower, 5th Floor
Washington, DC 20005
Telephone: (202) 408-4600
Facsimile: (202) 408-4699
dmcnamara@cohenmilstein.com
ekafka@cohenmilstein.com

6. “Complaint” means the Second Amended Complaint filed on June 10, 2016 in the Action.

7. “RTG’s Counsel” means the following individuals:

BONDURANT MIXSON & ELMORE LLP

Randi Engel Schnell, Esq.
Frank M. Lowrey IV, Esq.
Joshua F. Thorpe, Esq.
One Atlantic Center

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Walfrido J. Martinez, Esq.
200 Park Avenue
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Telephone: (212) 309-1316
Facsimile: (212) 309-1100
wmartinez@hunton.com

8. “Class Period” means the time periods listed below. For purchases made in a store (rather than online), the Class Period will be determined based on the state where the store in which the Settlement Class Member purchased the ForceField Fabric or Leather Protection Plan is located; for purchases made online (rather than in a store), the Class Period will be determined based on the state in which the Settlement Class Member currently resides, according to RTG’s records.

- (a) Alabama: May 5, 2011 through the date of Preliminary Approval;
- (b) Alaska: May 5, 2014 through the date of Preliminary Approval;
- (c) Arizona: May 5, 2013 through the date of Preliminary Approval;
- (d) Arkansas: May 5, 2012 through the date of Preliminary Approval;
- (e) California: May 5, 2013 through the date of Preliminary Approval;
- (f) Colorado: May 5, 2014 through the date of Preliminary Approval;

- Approval;
- (g) Connecticut: May 5, 2011 through the date of Preliminary
- (h) Delaware: May 5, 2014 through the date of Preliminary Approval;
- (i) District of Columbia: May 5, 2014 through the date of Preliminary
- Approval;
- (j) Florida: August 12, 2010 through the date of Preliminary
- Approval;
- (k) Georgia: August 12, 2009 through the date of Preliminary
- Approval;
- (l) Hawaii: May 5, 2011 through the date of Preliminary Approval;
- (m) Idaho: May 5, 2012 through the date of Preliminary Approval;
- (n) Illinois: May 5, 2007 through the date of Preliminary Approval;
- (o) Indiana: May 5, 2007 through the date of Preliminary Approval;
- (p) Iowa: May 5, 2007 through the date of Preliminary Approval;
- (q) Kansas: May 5, 2012 through the date of Preliminary Approval;
- (r) Kentucky: May 5, 2002 through the date of Preliminary Approval;
- (s) Louisiana: May 5, 2007 through the date of Preliminary Approval;
- (t) Maine: May 5, 2011 through the date of Preliminary Approval;
- (u) Maryland: May 5, 2014 through the date of Preliminary Approval;
- (v) Massachusetts: May 5, 2011 through the date of Preliminary
- Approval;
- (w) Michigan: May 5, 2011 through the date of Preliminary Approval;
- (x) Minnesota: May 5, 2011 through the date of Preliminary
- Approval;
- (y) Mississippi: May 5, 2014 through the date of Preliminary
- Approval;
- (z) Missouri: May 5, 2012 through the date of Preliminary Approval;
- (aa) Montana: May 5, 2009 through the date of Preliminary Approval;
- (bb) Nebraska: May 5, 2012 through the date of Preliminary Approval;
- (cc) Nevada: May 5, 2011 through the date of Preliminary Approval;

(dd) New Hampshire: May 5, 2014 through the date of Preliminary Approval;

(ee) New Jersey: May 5, 2011 through the date of Preliminary Approval;

(ff) New Mexico: May 5, 2011 through the date of Preliminary Approval;

(gg) New York: May 5, 2011 through the date of Preliminary Approval;

(hh) North Carolina: December 1, 2012 through the date of Preliminary Approval;

(ii) North Dakota: May 5, 2011 through the date of Preliminary Approval;

(jj) Ohio: May 5, 2002 through the date of Preliminary Approval;

(kk) Oklahoma: May 5, 2012 through the date of Preliminary Approval;

(ll) Oregon: May 5, 2011 through the date of Preliminary Approval;

(mm) Pennsylvania: May 5, 2013 through the date of Preliminary Approval;

(nn) Rhode Island: May 5, 2007 through the date of Preliminary Approval;

(oo) South Carolina: May 5, 2014 through the date of Preliminary Approval;

(pp) South Dakota: May 5, 2011 through the date of Preliminary Approval;

(qq) Tennessee: May 5, 2011 through the date of Preliminary Approval;

(rr) Texas: August 12, 2011 through the date of Preliminary Approval;

(ss) Utah: May 5, 2011 through the date of Preliminary Approval;

(tt) Vermont: May 5, 2011 through the date of Preliminary Approval;

(uu) Virginia: May 5, 2012 through the date of Preliminary Approval;

(vv) Washington: May 5, 2011 through the date of Preliminary Approval;

(ww) West Virginia: May 5, 2007 through the date of Preliminary Approval;

(xx) Wisconsin: May 5, 2011 through the date of Preliminary Approval; and

(yy) Wyoming: May 5, 2007 through the date of Preliminary Approval.

9. “Effective Date” means the fifth business day after which the last of *all* of the following events and conditions contained in (a) through (e) below have been met or have occurred or have been mutually waived by written agreement of the parties to this Agreement pursuant to Section IX.D below:

(a) All parties and their counsel have executed this Agreement;

(b) The Court has certified the Settlement Class defined herein;

(c) The Court has entered without material change the Order (which shall be substantially in the form of **Exhibit A** attached hereto) issuing its Preliminary Approval (as defined herein) of this Agreement, the Settlement set forth herein, and approving the method for providing notice to the Settlement Class;

(d) The Court has entered without material change the Final Approval Order and Judgment (which shall be substantially in the form of **Exhibit B** attached hereto) approving this Agreement, including all settlement considerations as set forth in this Agreement, releasing the Released Persons from the Released Claims, and dismissing, with prejudice as to all Settlement Class Members who do not submit a timely and valid request for exclusion from the Settlement Class, the Action with respect to RTG, and all claims asserted therein; and

(e) The time for appeal from the Final Approval Order and Judgment has expired, or if any appeal of the Final Approval Order and Judgment is taken, the appeal has been finally determined by the highest court, including any motions for reconsideration, petitions for rehearing and/or petitions for writ of certiorari, such that the Final Approval Order and Judgment is not subject to further adjudication or appeal, and the Settlement has been affirmed on appeal or review without material change.

10. “Fairness Hearing” means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate.

11. “Final Approval and Judgment” means the Order of final approval and judgment entered by the Court in substantially the form of **Exhibit B** attached hereto.

12. “ForceField Fabric or Leather Protection Plan” means the product offered by RTG to its customers, in which RTG treats the furniture prior to delivery with a fabric or leather stain protectant and, for three years thereafter, warrants that if certain types of stains occur that cannot be removed with the cleaner provided to customers who have purchased the product, RTG will clean, reupholster, or replace furniture (for fabric plans) or clean and re-apply protectant to the furniture (for leather plans). For purposes of this Agreement, the ForceField Fabric or Leather Protection Plan excludes any such ForceField Fabric or Leather Protection Plan that was purchased for \$8.00 or less.

13. “Notice Date” means the date by which the Settlement Administrator must commence transmitting Class Notice, which date shall be no later than 45 days after entry of the Preliminary Approval Order.

14. “Objection Deadline” means the deadline for any objection to be postmarked or deposited with the overnight delivery service or hand delivered to the Court and to Class Counsel and RTG’s Counsel, which deadline shall be 60 days after the Notice Date.

15. “Opt-Out Deadline” means the deadline for a Settlement Class Member who wishes to be excluded from the settlement to mail a request for exclusion to the Settlement Administrator, which deadline shall be 60 days after the Notice Date.

16. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

17. “Preliminary Approval” shall mean the Court’s entry of an Order (the “Preliminary Approval Order”) substantially in the form of **Exhibit A** attached hereto, approving the timing, content, and manner of the Class Notice, certifying the Class for settlement purposes, preliminarily approving this Agreement and the terms of Settlement contained herein.

18. “Released Claims” means and includes any and all claims, damages, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, losses, or remedies of whatever kind or nature, whether foreseen or unforeseen,

and whether known or unknown, that were or could have been asserted in the Action or the action styled *Kenny Lee Triplett v. Rooms To Go North Carolina Corp., d/b/a Rooms To Go, et al.*, Case No. 5:16-cv-926-FL, in the United States District Court for the Eastern District of North Carolina (“*Triplett*”), including, without limitation, claims based on, arising out of, or related directly or indirectly to any of the allegations, transactions, facts, matters or occurrences referenced in the complaints and amended complaints filed in those actions, including without limitation any and all claims arising from or related to (i) the marketing, advertising, purchase, offer to sell, or sale of any fabric or leather protection plans or goods, services, or warranties related to those plans or (ii) the application of any fabric or leather protectant. The Released Claims include any right or opportunity to claim, seek, or obtain restitution, disgorgement, injunctive relief, or any other benefit as a member of the general public, under California Business and Professions Code section 17200, et seq., or otherwise. The parties further agree that they have been informed of and that they and the Settlement Class Members waive the benefits of California Civil Code section 1542 (and any and all other similar state statutes regarding the effectiveness of general releases).

19. “Released Persons” means and includes R.T.G. Furniture Corp., RTG America, LLC, The Jeffrey Seaman 2009 Annuity Trust, RTG Furniture Corp. of Georgia, Rooms To Go North Carolina Corp., RTG Furniture of Texas, L.P., RTG Texas Holdings, Inc., R.T.G. Furniture Corp. of Texas, Retail Management Services Corp., Rooms To Go Louisiana Corp., Rooms To Go Tennessee Corp., Rooms To Go Alabama Corp., Rooms To Go Mississippi Corp., Roomstogo.com, Inc., any entity that does business as Rooms To Go in the United States, and their past and present direct and indirect owners, parents, subsidiaries, affiliates, and divisions; the past and present officers, directors, trustees, beneficiaries, members, shareholders, employees, representatives, partners, direct and indirect owners, parents, subsidiaries, affiliates, divisions, joint venturers, consultants, agents, independent contractors, attorneys, and insurers of all of the foregoing; and the predecessors, successors, assigns, and legal representatives of all of the foregoing.

20. “Releasing Persons” means the Named Plaintiffs, each Settlement Class Member who does not submit a timely and valid request for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors,

bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys (including, but not limited to, Class Counsel), or other representatives.

21. “Settlement” means the settlement into which the parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement, as may be amended pursuant to its terms.

22. “Settlement Administrator” means KCC LLC. If for any reason the Settlement Administrator is unable to fulfill adequately the responsibilities of a settlement administrator, RTG shall select a different settlement administrator, subject to approval by the Court.

23. “Settlement Class” means all Persons who purchased one or more ForceField Fabric or Leather Protection Plans from RTG (including affiliates) in stores or online in the United States during the Class Period (defined above), excluding any ForceField Fabric or Leather Protection Plans that sold for \$8.00 or less. The Settlement Class does not include the judge to whom this case is assigned, any member of the judge’s immediate family, and the judge’s staff and their immediate families.

24. “Settlement Class Member(s)” or “Member(s)” means any Person who is included within the definition of the Settlement Class.

25. “Settlement Consideration” means the consideration available to Claimants (as defined in section III.A below).

26. “Settlement Website” means the website that the Settlement Administrator will use as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to the Preliminary Approval Order, this Agreement and all exhibits hereto, the notices approved by the Court, and a toll-free hotline; and through which Settlement Class Members may submit Claim Forms.

II. CERTIFICATION OF PLAINTIFF SETTLEMENT CLASS

A. The parties stipulate to certification of the Settlement Class as defined in Section I.A.23 above for purposes of effectuating this Settlement; stipulate to the appointment of the Named Plaintiffs as representatives of the Settlement Class (the “Class Representatives”); and stipulate to the appointment of Class Counsel as counsel for the Settlement Class. The parties agree to cooperate in the preparation of such moving papers as the Court shall require to effectuate certification of the Settlement Class for settlement purposes.

B. Certification of the Settlement Class and appointment of the Class Representatives and Class Counsel by the Court shall be binding only with respect to the settlement of the Action. In the event the Effective Date for any reason does not occur, the certification of the Settlement Class and appointment of Class Representatives and Class Counsel shall be vacated, the parties' stipulations shall be voided, and the Action shall proceed as though the certification and appointments had never occurred.

C. Upon execution of this Agreement by all parties, Class Counsel shall promptly move the Court for an Order granting Preliminary Approval of this Settlement.

III. SETTLEMENT RELIEF

In consideration for the release of the Released Claims, the termination and dismissal of the Action, and in full and final settlement of all claims by all Settlement Class Members who do not submit a timely and valid request for exclusion from the Settlement Class by the Opt-Out Deadline in accordance with the provisions of the Preliminary Approval Order, the parties hereto agree that the Order of Final Approval and Judgment shall order the following relief:

A. Settlement Consideration

Each Settlement Class Member who does not submit a timely and valid request for exclusion from the Settlement Class by the Opt-Out Deadline in accordance with the provisions of the Preliminary Approval Order, and submits a timely and valid Claim Form by the Claims Deadline (a "Claimant") will receive either (1) Cash Consideration or (2) a Merchandise Voucher (as those terms are defined below), at the election of the Settlement Class Member to be indicated on the Claim Form.

1. Cash Consideration.

Each Claimant electing this option will receive a check equal to 10% of the total amount that the Claimant paid for all ForceField Fabric or Leather Protection Plans purchased by that Claimant during the Class Period, provided that the total Cash Consideration paid to all Claimants cannot exceed \$13.5 million (the "Cash Cap"). If Claimants submit timely and valid Claim Forms for Cash Consideration that, in the aggregate, exceed the Cash Cap, then the amount paid to each Claimant electing to receive Cash Consideration will be prorated accordingly.

Within 45 days of the Effective Date, the Settlement Administrator (or RTG, at RTG's election) will mail a check to each Claimant who elects to receive the Cash Consideration. Such

Claimants shall have 45 days from the date of the check to request a replacement check from the Settlement Administrator. Checks shall be valid for 120 days. Any checks that are not cashed within 120 days from the issue date will be cancelled, and any remaining funds will revert to RTG.

2. Merchandise Voucher.

Each Claimant electing this option will receive one voucher (which shall be substantially in the form of **Exhibit C** attached hereto) entitling the Claimant to a specified credit on an RTG in-store purchase. The face value of the voucher will be equal to 45% of the total amount that the Claimant paid for all ForceField Fabric or Leather Protection Plans purchased by that Claimant during the Class Period, with a maximum voucher face value of \$125 per Claimant. The Merchandise Vouchers (1) are non-transferrable (i.e., the only person who may use the Merchandise Voucher to make a purchase in a RTG store is the Claimant whose name appears on the Merchandise Voucher), and the Claimant may be required to present valid photo identification and allow the store to make a copy of such identification; (2) may be combined with any other offer or discount made available by RTG; (3) may be used on any item(s) sold in RTG stores in the United States, with no minimum purchase required (but may not be used for any online purchase or to purchase gift cards); (4) may not be used to cover the cost of a purchase made before the customer presents the voucher at a RTG store, regardless of whether the merchandise has or has not already been delivered, and (5) expire 4 years from the Effective Date of the Settlement. If the value of the Merchandise Voucher exceeds the purchase price of the purchase made using the Merchandise Voucher, the Claimant cannot apply the unused balance of the Merchandise Voucher to a subsequent purchase or receive the excess in cash (i.e., each Merchandise Voucher may be used only once).

Within 45 days of the Effective Date, the Settlement Administrator (or RTG, at its election) will email a Merchandise Voucher to each Claimant who elects to receive a Merchandise Voucher.

B. Additional Remedies

1. Modification of Sales Order.

RTG will modify its sales process for all United States stores such that a purchaser will acknowledge his or her review and agreement to purchase all of the items listed in the sales order.

2. Retraining of Quality Associates.

Within 180 days of the Effective Date, RTG will complete a retraining of the quality associates working in its distribution centers who are responsible for the application of ForceField fabric and leather protectant regarding the application of such protectant to all upholstered, exposed surfaces (not including the bottom of the furniture or the dust cover) of furniture for which a customer has purchased a ForceField Fabric or Leather Protection Plan. Nothing in this Settlement, however, obligates RTG to continue offering ForceField Fabric or Leather Protection Plans or any stain resistant treatment or stain warranty for its furniture.

IV. NOTICE TO THE SETTLEMENT CLASS, REQUESTS FOR EXCLUSION, OBJECTIONS AND ADMINISTRATION OF THE SETTLEMENT

A. Class Notice

1. Subject to the approval of the Court and no later than the Notice Date, the Settlement Administrator shall commence transmitting the Class Notice in substantially the same form as **Exhibit D** attached hereto (i) by email to Settlement Class Members for whom RTG possesses email addresses, and then (ii) by postcard through U.S. Mail to Settlement Class Members for whom (a) RTG possesses only a physical address, or (b) the email notification is returned as undeliverable. The Class Notice shall not specify the total amount that the Settlement Class Member paid for all ForceField Fabric or Leather Protection Plans purchased by that Settlement Class Member during the Class Period (or the potential Cash Consideration or Merchandise Voucher face value to which the Settlement Class Member would be entitled) but shall contain a unique numeric identifier that the Settlement Class Member may enter into the Settlement Website to learn the potential amount of the Cash Consideration or Merchandise Voucher which the Settlement Class Member is eligible to receive. RTG's business records shall be conclusive for the purpose of establishing the total amount paid by each Settlement Class Member for ForceField Fabric or Leather Protection Plans during the Class Period. If the first postcard notice sent to a Settlement Class Member is returned as undeliverable, the Settlement Administrator shall perform a reasonable address search (such as running addresses or returned postcards through the Lexis/Nexis database that can be used for such purpose), and if such search produces a different or changed address for such Settlement Class Member, the Settlement Administrator shall mail a second (and final) postcard notice to such different or changed address.

2. The Settlement Administrator shall establish a Settlement Website no later than the Notice Date. The Class Notice provided to Settlement Class Members as set forth in paragraph IV.A.1 shall inform Settlement Class Members of the Settlement Website, on which a notice in substantially the same form as **Exhibit E** shall be posted. The Settlement Website also shall contain copies of the Preliminary Approval Order, this Settlement Agreement and all exhibits thereto, and a toll-free hotline.

3. RTG shall pay all costs associated with preparing and disseminating the Class Notice in the manner described above.

4. RTG shall bear the cost of notice to appropriate federal and state officials as required by the Class Action Fairness Act of 2005 (“CAFA Notice”). Either the Settlement Administrator or RTG, at its election, shall provide the CAFA Notice to the appropriate federal and state officials.

5. Class Counsel may post a notice regarding the Settlement on its firm website, stating only as follows:

“*Hankinson, et al. v. Rooms To Go Furniture Corp., et al.*, Case No. 9:15-cv-81139, United States District Court, Southern District of Florida

The parties have reached a proposed settlement that, subject to final court approval, would resolve all claims asserted in this litigation. If you purchased a ForceField Protection Plan from Rooms To Go in the United States, you may be a class member. For full information about the settlement, including your rights, responsibilities and options, please go to www.StainProtectionSettlement.com.”

B. Requests for Exclusion

1. A Settlement Class Member who wishes to be excluded from the Settlement Class shall mail a written request for exclusion to the Settlement Administrator, which written request must be postmarked no later than the Opt-Out Deadline, and shall clearly include the following: (a) the Settlement Class Member’s name; (b) physical address; (c) phone number; and (d) the unique identifier that was included on the Class Notice sent to that Settlement Class Member; and (e) all further information as requested by the Settlement Administrator. In addition, the Settlement Class Member requesting exclusion shall include a signed certification containing the following language:

I hereby request to be excluded from the settlement in *Hankinson v. RTG Furniture Corp.* and understand that I will not be entitled to receive any proceeds from the settlement.

2. A request for exclusion must contain the Settlement Class Member's personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Settlement Class Member with respect to a claim or right such as those in this litigation (*i.e.*, conformed, reproduced, facsimile, or other non-original signatures are not valid).

3. Any exclusion requests must be submitted individually for each Settlement Class Member and signed by the person to be excluded. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to exclude Settlement Class Members as a group, aggregate, or class involving more than one Settlement Class Member; or (b) exclude more than one Settlement Class Member on a single paper, or as an agent or representative; any such purported exclusion requests shall be void, and the Settlement Class Member(s) that is or are the subject of such purported exclusion shall be treated as a Settlement Class Member and a Releasing Person.

4. Any Settlement Class Member who submits a timely and valid request for exclusion as set forth above shall not be bound by the Settlement or the Final Approval and Judgment.

5. Upon receipt, the Settlement Administrator shall promptly provide copies of each request for exclusion to Class Counsel and Counsel for RTG. No later than 5 days after the Opt-Out Deadline, the Settlement Administrator shall provide a final report to Class Counsel and Counsel for RTG summarizing the total number of exclusion requests received.

6. At or before the Fairness Hearing, Class Counsel shall file a list reflecting all requests for exclusions under seal pursuant to the Stipulated Protective Order (D.E. 40).

7. Any Settlement Class Member who does not mail a timely and valid request for exclusion as set forth above shall be automatically included in the Settlement Class and as a Releasing Person, and shall be bound by all the terms and provisions of the Settlement and this Agreement and the Court's subsequent orders and judgments, whether or not such Settlement Class Member received actual notice or objected to the Settlement and whether or not such Settlement Class Member submits a Claim Form or otherwise participates in the Settlement or settlement approval process.

C. Claims Submission

1. To be eligible to receive Settlement Consideration, a Settlement Class Member must submit a timely and valid Claim Form that meets the requirements of the Preliminary Approval Order. Settlement Class Members who do not submit a timely and valid Claim Form by the Claims Deadline will not be entitled to receive the Settlement Consideration available to Claimants under Section III.A of this Agreement.

2. The Opt-Outs, i.e. the persons who request exclusion from the Settlement Class, will not be entitled to receive the Settlement Consideration available to Claimants under Section III.A of this Agreement even if they submit a timely and otherwise valid Claim Form.

3. The Settlement Administrator shall maintain the Settlement Website through which Settlement Class Members may submit Claim Forms to receive the Settlement Consideration by electronic completion of a Claim Form substantially in the form attached hereto as **Exhibit F**. Settlement Class Members may also submit Claim Forms via U.S. Mail (postmarked no later than the Claims Deadline) by printing a Claim Form from the Settlement Website or requesting a Claim Form by telephone from the Settlement Administrator.

4. A Settlement Class Member who wishes to receive Settlement Consideration must submit a timely and valid executed Claim Form to the Settlement Administrator by the Claims Deadline. If the Claim Form is submitted by mailing via the United States Postal Service to the address indicated in the Class Notice, it shall be deemed to have been submitted as of the date postmarked. If the Claim Form is submitted in any other manner, it shall be deemed to have been submitted on the date it is actually received by the Settlement Administrator.

5. No Settlement Class Member may assign or delegate to any individual or entity the right to receive Settlement Consideration or to submit a Claim Form on behalf of the Class Member. If a Settlement Class Member nonetheless purports to assign or delegate such right and an otherwise valid Claim Form is timely submitted on behalf of that Settlement Class Member, the Settlement Administrator shall pay any Settlement Consideration directly to the Settlement Class Member and not to the Settlement Class Member's designated assignee or delegate, notwithstanding the terms of any assignment or delegation. This provision is intended to foreclose assignments or delegations entered into solely for purposes of submitting a Claim Form in this Settlement. Nothing herein shall preclude a person previously authorized by law,

such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Settlement Class Member from receiving the Settlement Consideration or submitting a Claim Form on behalf of a Settlement Class Member.

6. Each Settlement Class Member who submits a Claim Form thereby submits to the jurisdiction of the United States District Court for the Southern District of Florida with respect to the claims submitted and shall (subject to final approval of the proposed Settlement) be bound by all the terms and provisions of the Agreement.

D. Objections

1. Any Settlement Class Member who wishes to object to the Settlement (including the requested award of attorneys' fees, costs, and expenses to Class Counsel or incentive payments to the Class Representatives) must file with the Court and serve on Class Counsel and RTG's Counsel (at the addresses in paragraph IV.D.5 below) a written statement of objection (an "Objection") that shall reference the case number (No. 9:15-CV-81139).

2. Each Objection must (a) state the Settlement Class Member's full name, current address, and telephone number; (b) include the unique individual identification number contained on the Class Notice sent to the Settlement Class Member; (c) contain the Settlement Class Member's original signature (conformed, reproduced, facsimile, or other non-original signatures will not be valid, nor is the signature of an attorney for the Settlement Class Member sufficient); (d) state that the Settlement Class Member objects to the Settlement, in whole or in part; (e) set forth a statement of the legal and factual basis for the objection; (f) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (g) identify by name, address and bar number any attorney who represents the Settlement Class Member with respect to the Objection or who assisted or advised the Settlement Class Member in any way with respect to the Objection; (h) list by case name and civil action number all class action settlements to which the Settlement Class Member or any attorney that meets the description of subsection (g) shall have objected in the last five years, and (i) attach a copy of any orders relating to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each case. In addition, if the objecting Settlement Class Member is represented by an attorney who intends to seek fees, costs, or expenses from anyone other than the objectors he or she represents, the objection must also include (i) a description of the attorney's legal background and prior experience in connection with class action litigation; (ii)

the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (iii) a statement regarding whether the fees being sought are calculated on the basis of a lodestar, contingency, or other method; (iv) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; (v) the attorney's hourly rate; and (vi) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between the objecting Settlement Class Member and his or her counsel and any other person or entity. Any attorney who represents the Settlement Class Member with respect to the Objection or who assisted or advised the Settlement Class Member in any way with respect to the Objection thereby submits to the jurisdiction of the United States District Court for the Southern District of Florida with respect to that Objection.

5. Any Objection must be postmarked or deposited with the overnight delivery service or hand delivered by the Objection Deadline, to each of the following:

Clerk of Court	Clerk of Court United States District Court for the Southern District of Florida, West Palm Beach Division 701 Clematis Street Room 202 West Palm Beach, FL 33401 Re: <i>Hankinson Class Action</i> , No. 9:15-CV-81139
Class Counsel	Douglas J. McNamara COHEN MILSTEIN SELLERS & TOLL PLLC 1100 New York Ave. NW East Tower, 5th Floor Washington, DC 20005 Re: <i>Hankinson Class Action</i> , No. 9:15-CV-81139
RTG's Counsel	Jamie Zysk Isani HUNTON & WILLIAMS LLP 1111 Brickell Avenue, Suite 2500 Miami, Florida 33131 Re: <i>Hankinson Class Action</i> , No. 9:15-CV-81139

6. Counsel for any party may take the deposition of any objecting Settlement Class Member prior to the Fairness Hearing, subject to the procedures and protections of Fed. R. Civ. P. 26 and 30.

7. Any Settlement Class Member who does not timely file and serve a written Objection that meets all of the requirements of paragraphs IV.D.1- D.5 above shall be

deemed to have waived any objection to the Settlement (including the requested award of attorneys' fees, costs, and expenses to Class Counsel or incentive payments to the Class Representatives), and shall be bound by the terms of the Settlement Agreement, the Preliminary Approval Order, and by all proceedings, orders, and judgments, including, but not limited to, the release in this Agreement if final judgment is entered.

8. Any Settlement Class Member who files and serves a timely written objection pursuant to paragraphs IV.D.1-D.5 above and complies with the requirements of this paragraph may also appear at the Fairness Hearing either in person or through counsel retained at the Settlement Class Member's expense. Settlement Class Member and their attorneys, if applicable, intending to appear at the Fairness Hearing must serve on Class Counsel and RTG's Counsel, and file with the Clerk of Court, at the addresses specified above in paragraph IV.D.5 of this Order, no later than 15 days prior to the Fairness Hearing, a notice of intention to appear, setting forth (a) the case number; (b) the name, address, and telephone number of the Settlement Class Member; (c) if applicable, the name, address, and telephone number of the Settlement Class Member's attorney; (d) whether the Settlement Class Member intends to offer his or her testimony at the Fairness Hearing; and (e) the identity of any other person whose testimony the Settlement Class Member intends to offer at the Fairness Hearing.

9. Any Settlement Class Member who fails to comply with the Preliminary Approval Order shall not be permitted to appear at the Fairness Hearing. No Settlement Class Member shall be permitted to raise matters at the Fairness Hearing that the Settlement Class Member could have raised in an Objection, but failed to do so.

10. Counsel for the parties will promptly furnish each other with copies of any and all objections or written requests for exclusion that might come into their possession.

11. Any motions by Settlement Class Members to intervene in this action must be filed within 60 days after the Notice Date.

12. Any objections, statements or other submissions by any person noticed pursuant to 28 U.S.C. § 1715 (or claiming an entitlement to have been noticed pursuant to 28 U.S.C. § 1715) shall be filed by the deadlines and in accordance with the procedures and requirements that apply to Settlement Class Member objections. Likewise, any notice of appearance by any person noticed pursuant to 28 U.S.C. § 1715 (or claiming an entitlement to have been noticed pursuant to 28 U.S.C. § 1715) shall be filed by the deadlines and in

accordance with the procedures and requirements that apply to notices of appearance by Settlement Class Members.

V. ATTORNEYS' FEES AND REIMBURSEMENT OF COSTS AND EXPENSES

A. Plaintiffs and RTG acknowledge that attorneys' fees and reimbursement of costs and expenses for Class Counsel are subject to the Court's approval and determination. RTG agrees not to oppose, and Class Counsel agrees that it shall submit, an application by Class Counsel for attorney's fees, costs, and expenses in an amount not to exceed Four Million Dollars (\$4,000,000). Class Counsel further agrees that, notwithstanding any award of fees, costs, and expenses by the Court in an amount higher than \$4,000,000, Class Counsel will not enforce nor attempt to enforce such an award to the extent it exceeds the \$4,000,000 agreed to herein. For avoidance of doubt, if (1) the Court awards less than \$4,000,000 or (2) any appellate court subsequently reduces the amount awarded, that will not increase or affect the Settlement Consideration available to the Settlement Class Members or the Cash Cap.

B. RTG agrees not to oppose an application by each of the six Named Plaintiffs for an incentive award of \$3,500 each, and the Named Plaintiffs and Class Counsel agree not to apply for an incentive award in excess of \$3,500 for each of the Named Plaintiffs. The Named Plaintiffs and Class Counsel further agree that, notwithstanding any incentive award by the Court in an amount higher than \$3,500 to any Named Plaintiff, the Named Plaintiffs and Class Counsel will not enforce nor attempt to enforce such an incentive award to the extent it exceeds \$3,500 for any Named Plaintiff.

C. Within fifteen (15) business days after the Effective Date, RTG shall deliver to Douglas J. McNamara a wire payable to Cohen Milstein Sellers & Toll PLLC, at Eagle Bank, 2001 K Street NW, Washington, DC 20006, Account Number 200068351, ABA Transit 055003298, in the total amount actually awarded by the Court as attorneys' fees, costs, and expenses and incentive awards (but not to exceed \$4,000,000 for attorney's fees, costs, and expenses or \$3,500 per Named Plaintiff's incentive award).

D. Class Counsel shall file any motion for an award of attorney's fees, costs, and expenses or for an incentive award to the Named Plaintiffs no later than 30 days after the Notice Date. The Settlement Administrator shall post that motion and the supporting materials on the Settlement Website.

E. In no event shall RTG be required by Order of the Court to pay more than the \$4,000,000 in total agreed herein as the maximum for Class Counsel's fees, costs, and expenses (inclusive of any interest) set forth herein or the \$3,500.00 agreed herein as the maximum incentive award for each Named Plaintiff (inclusive of any interest). Should the Court by Order require RTG to pay larger amounts, RTG shall have the right, but not the obligation, to cancel this Agreement, terminate the Settlement, and proceed as if the Settlement had never been executed, and this Agreement shall be null and void as provided in Section VII.B, below.

F. Settlement Class Members shall not be responsible for paying any part of the agreed fees, costs, expenses, or incentive awards described in this Agreement.

G. Other than the attorneys' fees, costs, and expenses explicitly provided for above, each of the Named Plaintiffs, the Settlement Class and its individual Members, RTG, and any of their counsel shall bear their own attorneys' fees, costs, and expenses associated with the Action and this Agreement.

VI. FINAL APPROVAL PROCEDURES AND FAIRNESS HEARING

A. Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Fairness Hearing will occur.

B. No later than 10 days prior to the Fairness Hearing, Class Counsel and RTG, if applicable, must file any additional memoranda or materials regarding settlement approval or Class Counsel's motion for an award of attorneys' fees, costs, and expenses or for an incentive award to the Class Representatives.

C. The parties acknowledge that the Court may adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement website.

VII. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF THIS AGREEMENT

A. The parties agree that no party shall conduct discovery against any of the others pending the preliminary approval of the Settlement by the Court, and that all proceedings in the Action shall remain stayed until further order of the Court, except such proceedings as may be necessary either to implement this Agreement or to comply with or effectuate the terms of this Agreement.

B. In the event that any of the events or conditions described in Section I.A.9(a)-(e) either are not met or do not occur, this entire Agreement shall become null and void, except that the parties shall have the option to agree mutually in writing to waive the event or condition and proceed with this Settlement, in which event the Effective Date shall be deemed to have occurred on the date of said written agreement.

C. If any of the events or conditions described in Section I.A.9(a)-(e) either are not met or do not occur (and the events or conditions are not mutually waived in writing), or the Settlement is terminated for any reason, the parties and the Action shall be restored to the status they occupied as of the date Plaintiffs file their motion for preliminary approval, and nothing stated in this Agreement, or in any exhibits to this Agreement, or any documents filed in conjunction with the proposed approval of the Settlement, or any Court orders regarding the Settlement, shall be deemed an admission of any kind by any of the parties or used as evidence against, or over the objection of, any of the parties for any purpose in this Action or in any other action. In particular, but without limitation, RTG will retain the right to contest whether this case should be maintained as a class action and to contest the merits of the claims being asserted by Plaintiffs, and the defendants in the *Triplett* action will retain the right to seek arbitration of the claims asserted in the *Triplett* action.

D. RTG all shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 14 days after its receipt from the Settlement Administrator of the final report specified in paragraph IV.B.5 hereof, if the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds the number or percentage specified in the separate letter executed concurrently with this Settlement by Class Counsel and RTG. The number or percentage shall be confidential except to the Court, which shall upon request be provided with a copy of the letter for in camera review.

VIII. DISMISSAL OF ACTION AND RELEASE

A. As soon as practicable after execution of this Agreement, Class Counsel will take all necessary steps to secure the Court's approval of this Settlement, including the entry of Preliminary Approval, certification of the Settlement Class, the entry of the Final Approval and Judgment in the form of **Exhibit B** attached hereto, and the subsequent dismissal of the Action, with prejudice, as to Settlement Class Members who do not submit timely and valid requests for exclusion.

B. Upon the Court's final approval of this Agreement and the Settlement set forth herein, the Final Approval and Judgment shall be entered.

C. Class Counsel and RTG's Counsel will jointly seek a stay of the *Triplett* case pending approval of this Settlement. If such a stay is denied, Class Counsel will voluntarily dismiss the *Triplett* case pending approval of this Settlement, without prejudice to re-filing of the case if the Settlement does not become final. Nothing herein shall be construed or argued as a waiver of the *Triplett* defendants' position that they are entitled to compel arbitration of the claims asserted in *Triplett*.

D. Within 15 days of the Effective Date, Class Counsel will dismiss with prejudice any and all other actions against RTG (including, without limitation, the *Triplett* action), with the parties in those action(s) to bear their own expenses, including attorney's fees and costs.

E. In consideration of the aforementioned payments and obligations undertaken by RTG, and save and except only those obligations created or arising from this Agreement or the Final Approval and Judgment, upon the entry of the Final Approval and Judgment and the occurrence of the Effective Date, the Class Representatives, Settlement Class Members, and Releasing Persons and all of their successors in interest shall be deemed to release and forever discharge the Released Persons from the Released Claims, and stipulate and agree that they shall be permanently enjoined and forever barred from commencing, prosecuting, asserting, or assisting in any proceeding against any Released Person involving the Released Claims in any court or other forum.

F. The parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. Each party agrees that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect her, his, or its decision to enter into this Agreement, the releases given herein shall be and remain in effect as a full, final, and complete release to the Released Claims, and that no party shall be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The parties further agree that they have been informed of and waive the benefits of California Civil Code section 1542 (and any and all other similar state statutes regarding the effectiveness of general releases), which reads as follows:

A general release does not extend to claims, which the creditor

does not know or expect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

IX. MISCELLANEOUS PROVISIONS

A. The parties and their undersigned counsel agree to undertake commercially reasonable efforts and to offer their reasonable cooperation to effectuate this Agreement and the terms of the Settlement set forth herein, including taking all steps and efforts contemplated by this Agreement and any other steps and efforts which may become reasonably necessary by order of the Court or otherwise.

B. This Agreement, together with its attachments (along with the letter mentioned in paragraph VII.D), contains the entire agreement among the parties and supersedes any prior agreements or understandings (including any term sheets) between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all parties hereto.

C. In entering into this Agreement, RTG does not admit to any wrongdoing of any kind, and expressly denies wrongdoing of any kind whatsoever, and has entered into this Agreement and agreed to the terms solely to avoid the risk, expense, inconvenience, distraction, and burden of further protracted litigation.

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 Settlement Class unless such notice is required by the Court.

E. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Florida.

F. The exhibits to this Agreement are an integral part of the Settlement and are hereby incorporated and made a part of this Agreement.

G. This Agreement shall be binding upon, and inure to the benefit of, each of the Releasing Parties and the Released Parties, and each of their successors, assigns, and legal representatives.

H. Notwithstanding whether they are parties to this Agreement, all of the Released Persons shall be deemed third party beneficiaries of this Agreement.

I. Except as agreed to herein, the parties to this Agreement shall bear their own attorneys' fees, expenses, and costs, including in connection with finalizing this Settlement, obtaining Court approval of the same, and proceedings subsequent to the same.

J. To the extent permitted by law, 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 or contrary to this Agreement.

K. This Agreement, whether or not executed and consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement, are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged nor actions taken pursuant to or during the negotiation of this Agreement, shall constitute or be construed as admissible evidence of the validity of any claim asserted or fact alleged in the Complaint or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Released Persons. This Agreement is made without prejudice to the rights of RTG to oppose certification of a class or classes should this Agreement not be approved or implemented or should the Effective Date not occur.

L. This Agreement shall be deemed to have been executed upon the Agreement Execution Date.

M. The parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other Person.

N. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement may be executed by facsimile or email signatures, each of which shall be deemed to be an original.

O. Within sixty (60) days following the Effective Date, any person that has received Confidential Information or Highly Confidential Information as defined by Stipulated Protective Order (D.E. 40) shall return, delete or destroy all such information, including copies, abstracts, and summaries of such information, and shall certify to the return or destruction as appropriate, including the return or destruction of all Confidential or Highly Confidential Information provided to non-parties as permitted by Section 12 and/or 13 of the Stipulated Protective Order. The Stipulated Protective Order will survive the termination of this Action pursuant to its terms.

P. RTG shall have the right to review and comment in advance upon the content of plaintiffs' motions for preliminary approval, for final approval, and for approval of the payment of attorneys' fees, costs, and expenses and class representative awards, as well as any amended pleadings filed by Plaintiffs.

Q. RTG shall not pay and shall not be liable to pay or withhold any state, federal or other taxes owed by Class Counsel or any Named Plaintiff, Settlement Class Member or Claimant.

R. Other than the website posting provided in paragraph IV.A.5 above and the settlement notices agreed to by the parties and approved by the Court as set forth in sections IV.A.1-4 above, neither Plaintiffs nor their counsel, nor either of their agents or representatives, shall make any public statement or website posting regarding the Settlement; provided that the statement attached hereto as **Exhibit G** may be released upon request by a representative of the media. Without limiting the generality of foregoing prohibition, neither Plaintiffs nor their counsel, nor either of their agents or representatives, shall, in any public statement, describe or quantify the total possible settlement consideration that is payable or potentially payable by RTG to the Settlement Class as a whole. The prohibitions in this section include, without limitation, statements published or caused to be published through any media, including social media or the Internet, and any communications with the media or the general public. Plaintiffs recognize that RTG considers the total dollar sales of ForceField Fabric and Leather Protection Plans as highly confidential proprietary business information. Plaintiffs, their counsel, and their agents and representatives, may not state the total dollar sales of Force Fabric and Leather Field Protection Plans or the total value of the Merchandise Vouchers potentially available under the Settlement, except in response to Court inquiry or as necessary to address an objection, by directing the Court to filed documents that have been sealed or redacted in accordance with the Stipulated Protective Order entered in the Action (D.E. 40) or a comparable measure that does not result in public disclosure. Nothing in this provision shall prevent Class Counsel from stating in court documents or court hearings (i) the total cash consideration available to the class (*i.e.*, the Cash Cap); (ii) the face value of a merchandise voucher available to an individual Settlement Class Member, or (iii) the total value of Merchandise Vouchers actually claimed by Claimants during the claims period.

S. The signatories hereto warrant that they are authorized to enter into this

Agreement on behalf of the entities below.

PLAINTIFF:

DATED: July 17, 2017


BENJAMIN HANKINSON

PLAINTIFF:

DATED: _____, 2017

JAMES GUERRA

PLAINTIFF:

DATED: _____, 2017

JEANETTE GANDOLFO

PLAINTIFF:

DATED: _____, 2017

LISA PALMER

PLAINTIFF:

DATED: _____, 2017

BENJAMIN HANKINSON

PLAINTIFF:

DATED: 7/12, 2017



JAMES GUERRA

PLAINTIFF:

DATED: _____, 2017

JEANETTE GANDOLFO

PLAINTIFF:

DATED: _____, 2017

LISA PALMER

PLAINTIFF:

DATED: _____, 2017

BENJAMIN HANKINSON

PLAINTIFF:

DATED: _____, 2017

JAMES GUERRA

PLAINTIFF:

DATED: July 14, 2017



JEANETTE GANDOLFO

PLAINTIFF:

DATED: _____, 2017

LISA PALMER

PLAINTIFF:

DATED: _____, 2017

BENJAMIN HANKINSON

PLAINTIFF:

DATED: _____, 2017

JAMES GUERRA

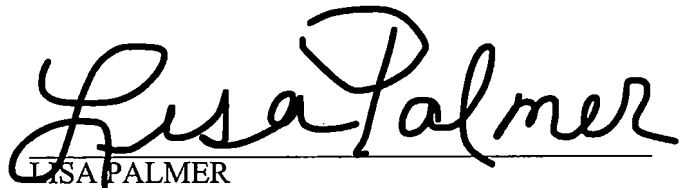
PLAINTIFF:

DATED: _____, 2017

JEANETTE GANDOLFO

PLAINTIFF:

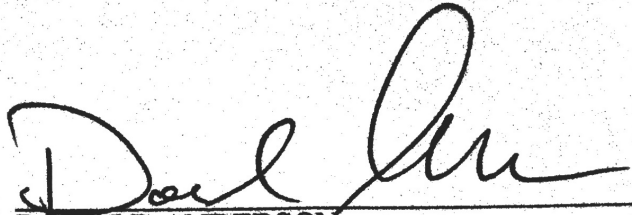
DATED: 7/14, 2017



LISA PALMER

PLAINTIFF:

DATED: 7/17, 2017



DONALD ANDERSON

PLAINTIFF:

DATED: _____, 2017

LISA PRIHODA

PLAINTIFF:

DATED: _____, 2017

DONALD ANDERSON

PLAINTIFF:


DATED: 7-17, 2017

Lisa Pihoda
LISA PRIHODA

DEFENDANTS:

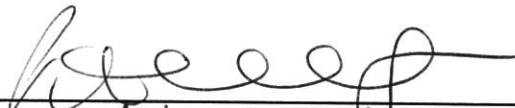
DATED: July 17, 2017

RTG Furniture Corp. d/b/a Rooms To Go


By: Peter Weitzner
Its: VP


DATED: July 17, 2017

RTG Furniture Corp. of Georgia d/b/a Rooms To Go


By: Peter Weitzner
Its: VP

DATED: July 17, 2017


Rooms To Go North Carolina Corp. d/b/a Rooms To Go


By: Peter Weitzner
Its: VP

DATED: July 17, 2017


RTG Furniture of Texas, L.P. d/b/a Rooms To Go

BY: RTG Furniture Corp of Texas


By: Peter Weitzner
Its: VP

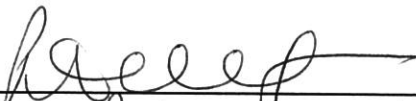
DATED: July 17, 2017

RTG Texas Holdings, Inc.


By: Peter Whitener
Its: VP

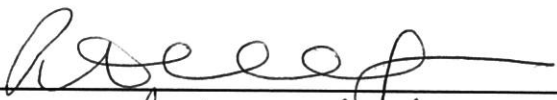
DATED: July 17, 2017

RTG Furniture Corp. of Texas


By: Peter Whitener
Its: VP

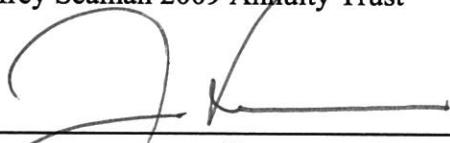
DATED: July 17, 2017

RTG America, LLC


By: Peter Whitener
Its: VP

DATED: July 17, 2017

The Jeffrey Seaman 2009 Annuity Trust


By: Jeffrey Seaman
Its: Trustee

COUNSEL:

DATED: June 17, 2017

COHEN MILSTEIN SELLERS & TOLL PLLC

By: D. Martin

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Attorneys for Plaintiffs

DATED: _____, 2017

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By: _____

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Attorneys for Plaintiffs

COUNSEL:

DATED: _____, 2017

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Attorneys for Plaintiffs

DATED: July 17th, 2017

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Attorneys for Plaintiffs

DATED: July 17, 2017

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Attorneys for Defendants

DATED: _____, 2017

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By: _____

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Facsimile: (212) 309-1100
wmartinez@hunton.com

Attorneys for Defendants

DATED: _____, 2017

BONDURANT MIXSON & ELMORE LLP

By: _____

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lowrey@bmelaw.com
thorpe@bmelaw.com

Attorneys for Defendants

DATED: July 17, 2017

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By: _____

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Telephone: (212) 309-1316
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wmartinez@hunton.com

Attorneys for Defendants