

Settlement and may not be used for any purpose in the event this Agreement is terminated or is otherwise not fully and finally approved by the Court.

RELEASE OF CLAIMS

16.01. Upon entry of the Judgment, Class Representatives, for themselves and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, irrevocably, and forever released Encore Capital Group, Inc., Midland Funding, LLC and Midland Credit Management, Inc. and, whether or not specifically named herein, each of their past or present directors, officers, employees, agents, insurers or reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, affiliated companies, parents, subsidiaries, joint venturers, independent contractors, vendors and service providers, wholesalers, resellers, distributors, retailers, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, which were asserted in the Action or are related to the claims asserted in the Action, any and all claims relating to the making, placing, dialing or initiating of calls using an automatic telephone dialing system or artificial or prerecorded voice, any and all claims for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the regulations promulgated thereunder or related thereto, and any and all claims for violation of any laws of any state that regulate, govern, prohibit or restrict the making, placing, dialing or initiating of calls using an automatic telephone dialing system, an artificial or prerecorded voice, or any automated process or technology (hereafter, collectively, the “Released Claims”). Excluded from the Released Parties are Atlantic Credit & Finance, Inc. and Propel Financial Services. Excluded from the Released Claims are any claims arising from telephone calls made by Asset Acceptance LLC itself, or by Astra Business Services, Inc. or Radius Solutions, Inc., on behalf of Asset Acceptance LLC. Also excluded from the Released Claims are any claims based on telephone calls made before November 2, 2006 or on or after September 1, 2014.

16.02. By operation of the entry of the Judgment, the Class Representatives, for themselves and on behalf of each member of the Class, agree to waive in connection with the Released Claims any and all provisions, rights and benefits, which they now have or in the future may be conferred to them by section 1542 of the California Civil Code (“Section 1542”) or any similar statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

Certain Claims Not Affected by General Release: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

Class Representatives, for themselves and each member of the Class, expressly acknowledge that, to the extent permitted by law, they are waiving in connection with the Released Claims the protections of Section 1542 and of any comparable statutory or common law provision of any other jurisdiction.

16.03. Covenant Not To Sue. Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of Judgment, the Class Representatives, for themselves and on behalf of each member of the Class, shall be deemed to have, and by operation of the Judgment shall have agreed, not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, that arises from or relates to any of the Released Claims against the Released Parties. Further, Plaintiffs agree and covenant, and each Settlement Class member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released

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

TERMINATION OF AGREEMENT

17.01. Either Side May Terminate the Agreement. Plaintiffs and Defendants shall each have the right to unilaterally terminate this Agreement by providing written notice of his, their or its election to do so ("Termination Notice") to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in a way that Plaintiffs or Defendants reasonably consider material, unless such modification or amendment is accepted in writing by all Parties;
- d. the Effective Date does not occur; or
- e. any other ground for termination provided for elsewhere in this Agreement occurs.

17.02. Termination if Large Number of Opt-Outs. If, at the conclusion of the Opt-Out Deadline, more than 7,500 persons have opted-out of the Settlement, the Defendants shall have, in their sole and absolute discretion, the option to terminate this Agreement within ten (10) calendar days after the Opt-Out Deadline.

17.03. Revert to Status Quo. If either Plaintiffs or Defendants terminate this Agreement as provided herein, the Agreement shall be of no force and effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. However, any payments made to the Claims Administrator for services actually rendered to the date of termination shall not be refunded to Defendants.