

[ATTORNEY SIGNATURES APPEAR
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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

DAWN GUIDOTTI, on behalf of herself
and all other class members similarly
situated,

Plaintiffs,

v.

LEGAL HELPERS DEBT RESOLUTION,
L.L.C., et al.,

Defendants.

Civil Action No: 1:11-cv-01219/JBS-
KMW

**CLASS ACTION SETTLEMENT
AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, as of the dates set forth adjacent to the signatures below, by and between Plaintiff Dawn Guidotti in her individual and representative capacity, and Defendants Global Client Solutions, LLC, and Rocky Mountain Bank & Trust that this Settlement Agreement and Release (“Settlement Agreement”) settles, compromises, and dismisses with prejudice and on the terms and conditions set forth herein, subject to judicial approval as set forth below, the Action (as defined in Paragraph I below) and all matters raised and encompassed by the Action, as to Global and RMBT.

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I. DEFINITIONS

A. As used in this Settlement Agreement, the following terms have the following meanings, unless a provision of this Settlement Agreement expressly provides otherwise:

1. “Action” means the lawsuit captioned *Dawn Guidotti, on behalf of herself and all other class members similarly situated v. Legal Helpers Debt Resolution, L.L.C., et al.*, Case No. 1:11-cv-01219-JBS-KMW, pending in the United States District Court for the District of New Jersey, Camden Vicinage, before the Honorable Jerome B. Simandle, United States District Judge.

2. “Administrator” means KCC LLC or such other class action settlement administrator agreed by the Parties and approved by the Court.

3. “Approved Claim” means a Claim Form submitted by a Class Member who has actually paid or transferred monies into their Global administered dedicated or special purpose account that is (a) submitted timely by U.S. Mail, postage prepaid, or filed online through the settlement website and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement, (b) fully and truthfully completed with all of the information requested in the Claim Form, (c) accompanied, as may be needed, by the requisite documentation, (d) signed, under penalty of perjury, by the Class Member, physically or electronically, and (e) is verified by the Administrator.

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4. “Claim Form” means the document substantially in the form attached hereto as Exhibit 1, subject to Court approval. The Claim Form, to be completed by Class Members who wish to file a claim for a payment pursuant hereto, will be available in both paper and electronic format and provided to Class Members along with the Class Notice and online at the settlement website. The Claim Form will require each Class Member to provide his or her (1) name, (2) current address, and either: (3) dedicated or special purpose account number, (4) a copy of a valid form of photographic identification (*i.e.* an identification card, driver’s license, or passport) or (5) last four (4) digits of social security number.

5. “Claims Deadline” means the date by which all Claims Forms must be postmarked or filed online through the settlement website to be considered timely and shall be set as a date no later than fourteen (14) days before the Final Approval and Fairness Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Class Notice and in the Claim Form.

6. “Class Counsel” means Joseph M. Pinto, Esquire and Joseph F. Polino, Esquire of the Law Firm of Polino and Pinto, P.C. and Carl D. Poplar, Esquire of the Law Firm of Carl D. Poplar, P.A.

7. “Class Member(s)” means those consumers who fall in the Settlement Class definition.

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8. “Class Notice” means the document substantially in the form attached hereto as Exhibit 2 which, subject to Court approval, shall be sent by U.S. Mail to all Class Members.

9. “Class Notice Date” means the date of mailing of the Class Notice to Class Members.

10. “Class Representative” means Plaintiff Dawn Guidotti.

11. “Complaint” means the Second Amended Class Action Complaint Seeking Monetary Damages and Injunctive Relief with Spoliation Notice filed in the Action on July 22, 2016 (Doc. #209).

12. “Court” means the United States District Court for the District of New Jersey, Camden Vicinage, and any subsequent judicial department to which the Action may be assigned.

13. “Effective Date” means the date on which the Final Approval Order and Judgment approving this Settlement Agreement becomes final. For purposes of this definition, the Final Approval Order and Judgment shall become final:

a. if no appeal is taken from the Final Approval Order and Judgment, on the date on which the time to appeal expires;

b. if any appeal is taken from the Final Approval Order and Judgment, on the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for

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certiorari or any other form of review, have been finally disposed of in a manner resulting in affirmance of all of the material provisions of the Final Approval Order and Judgment; or

c. on a date after entry of the Final Approval Order and Judgment, which date counsel for each of the Parties agrees to in writing.

14. “Execution Date” means the date on which the signatory who last signs this Settlement Agreement affixes his or her signature hereto.

15. “Final Approval and Fairness Hearing” means the hearing to be held at such time as the Court orders for the Court to determine whether this Settlement Agreement should be finally approved and to enter its Final Approval Order and Judgment.

16. “Final Approval Order and Judgment” means the final order approving the settlement and this Settlement Agreement, and the judgment entered, as contemplated in Paragraph VII of this Settlement Agreement.

17. “Global” means Global Client Solutions, LLC.

18. “Motion for Preliminary Approval” means the motion for preliminary approval of this Settlement Agreement and its supporting papers.

19. “Parties” or “Party” means Plaintiff (in her individual and representative capacity) and/or Global Client Solutions, LLC and Rocky Mountain Bank & Trust, collectively, and, where applicable, their respective record counsel.

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20. "Plaintiff" means Dawn Guidotti.
21. "Plaintiff's Counsel" means the Polino and Pinto, P.C., and Carl D. Poplar, P.A.
22. "Preliminary Approval Hearing" means the hearing to be conducted by the Court to determine whether to grant the Motion for Preliminary Approval.
23. "Preliminary Approval Order" means an order filed by the Court preliminarily approving the Settlement Agreement (defined in Paragraph I(29)), certifying the Settlement Class, appointing the Plaintiff as Class Representative, appointing Class Counsel, setting a plan for giving Class Notice to the Settlement Class and for the filing of Claims and administration of a claims process, setting a date for the Final Approval and Fairness Hearing, and for other relief substantially.
24. "Opt-Outs" mean all members of the Settlement Class who make a written request to be excluded from the Settlement Class and who the Court permits to be excluded therefrom.
25. "Released Claims" means any and all charges, complaints, claims, liens, demands, actions, causes of action, obligations, agreements, or liabilities, of any nature whatsoever, known or unknown, whether arising under federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that were actually asserted in the Action by Plaintiff and/or on behalf of Class Members, or that could have been asserted in the Action by Plaintiff and/or on

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behalf of Class Members, based on the facts alleged in the Complaint and in any prior version or iteration of the Complaint in this Action, seeking, as is sought in the Complaint in this Action, the return, disgorgement or restitution of fees, costs or expenses; damages; treble damages; punitive or exemplary damages; or declaratory, equitable or injunctive relief; forfeiture; or any such other relief or recovery allowed or contemplated by the claims actually asserted or that could have been asserted by Plaintiff and/or on behalf of Class Members in the Complaint and/or in this Action. Thus, even if the Plaintiff and/or Class Members discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, Plaintiff and each Class Member, upon the date of the Final Approval Order and Judgment, shall be deemed to have and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all of Plaintiff's and/or each Class Members' Released Claims. Payments due to or to which any Class Member may be entitled from the Consumer Financial Protection Bureau's settlement (*C.F.P.B. v. Global Client Solutions, LLC, et al.*, U.S.D.C., C.D.Cal., Case No. 2:14-cv-06643-DDP-JPR) with Global shall not be a Released Claim and shall be unaffected by this settlement.

26. "Released Parties" means Global Client Solutions, LLC, and Rocky Mountain Bank & Trust, and their respective past, present, and future parents,

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affiliated and subsidiary entities (including attorneys-in-fact, intermediate parents and ultimate parents), predecessors, successors and assigns, and each of their respective past, present, and future owners, equity-holders, equity-partners, officers (including, in particular, Michael Hendrix and Douglas McClure), managers, members, shareholders, directors, governors, employees, attorneys, counsel, agents, general agents, branch managers, producers, brokers, solicitors, representatives, heirs, administrators, executors, insurers (including, in particular, Pacific Insurance Company, LTD, and its parents, subsidiaries and affiliate including, but not limited to, The Hartford Financial Services Group, Inc.), reinsurers, successors and assigns, or any of them, including any person or entity acting on behalf of, or at the direction of, any of them.

27. “Releasing Parties” means Plaintiff and the Class Members and their respective present or past heirs, executors, estates, administrators, trustees, predecessors, successors, assigns, parents, subsidiaries, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives or agents of such persons.

28. “RMBT” means Rocky Mountain Bank & Trust.

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29. “Settlement Agreement” means this Settlement Agreement and Release and any exhibits, including any subsequent amendments thereto and any exhibits to such amendments.

30. “Settlement Class” means: All account holders of dedicated accounts or special purpose accounts opened and administered by Global for and used by New Jersey residents between March 3, 2005 and October 26, 2016.

31. “Settling Defendants” means Global Client Solutions, LLC, and Rocky Mountain Bank & Trust.

32. “Settling Defendants’ Counsel” means Greenspoon Marder P.A.

II. RECITALS

A. WHEREAS, Plaintiff filed her original Class Action Complaint on or about January 28, 2011; a First Amended Class Action Complaint on March 17, 2011; and her Second Amended Class Action Complaint on July 22, 2016, naming eleven corporate Defendants, including Global and RMBT, as well as eleven individual Defendants, alleging, *inter alia*, violations of the New Jersey RICO Act, *N.J.S.A. 2C:41-1, et seq.*, the New Jersey Debt Adjustment Act, *N.J.S.A. 17:16G-1, et seq.* (“DAA”) and the Consumer Fraud Act, *N.J.S.A. 56:8-1 et seq.* (“CFA”).

B. WHEREAS, Settling Defendants, in lieu of an answer, filed motions to dismiss and to compel arbitration;

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C. WHEREAS, Settling Defendants have denied and continue to deny all of Plaintiff's allegations, deny that they have engaged in any wrongdoing, deny that they are liable for any wrongdoing, and maintain that they have consistently acted in accordance with all governing laws and regulations;

D. WHEREAS, Plaintiff and Settling Defendants have engaged in extensive, good-faith arm's length negotiations concerning settlement during the course of this litigation, including two mediation sessions, one before the Honorable Marina Corodemus (Ret.) and the second before Honorable Diane M. Welsh (Ret.). A settlement in principle resulting in a "Settlement Term Sheet" was reached during the second mediation, on June 28 and June 29, 2017, when the trial on Settling Defendants' motion to compel arbitration was imminent. This Settlement Agreement was drafted and executed after extensive and numerous follow-up telephone conferences, email exchanges, and further discussions;

E. WHEREAS, Global's records indicate the number of persons who potentially meet the Settlement Class definition is 42,364;

F. WHEREAS, in entering into this Settlement Agreement, Class Counsel took into account the unresolved issue that Plaintiff's claims must be arbitrated with the possible resulting preclusion of class relief, and that, even if arbitration is not ordered, Settling Defendants have asserted and would continue to assert a number of legal and factual defenses to class certification and the merits,

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that litigation is always uncertain and that delays are common and expected. Class Counsel has conducted an examination into and an evaluation of, the law and the facts relating to the matters set forth in the Action, regarding how best to confer a substantial benefit to those similarly situated to Plaintiff in light of the strengths and weaknesses of her claims and the obstacles and risks of certifying a class action, establishing liability and obtaining damages. As a result, Plaintiff and Class Counsel believe that this Settlement Agreement confers substantial benefits upon those similarly situated to Plaintiff;

G. WHEREAS, Settling Defendants do not admit any of the allegations asserted in the Complaint and do not admit and specifically deny any liability whatsoever to the Plaintiff and the Settlement Class. Settling Defendants have determined that it is desirable that the Action be settled and dismissed upon the terms set forth in this Settlement Agreement because this Settlement will: (a) minimize the expense, inconvenience and distraction of continued litigation by Plaintiff and those similarly situated, and (b) result in the dismissal of Plaintiff's claims and class claims without any finding, declaration or determination of wrongdoing, fault or liability for or under such claims, and (c) confers fair, reasonable and adequate benefits upon Plaintiff and those similarly situated to Plaintiff;

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NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows, subject to preliminary and final approval of the Court:

III. CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF THE CLASS SETTLEMENT

A. The Parties stipulate to certification, for settlement purposes only, of the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3).

B. The Parties stipulate, for settlement purposes only, to appointing Plaintiff as Class Representative and appointing Class Counsel as counsel for the Settlement Class.

C. The Parties agree that, in connection with the approval of this Settlement Agreement, the Court may make findings respecting class certification which, absent the existence of this Settlement Agreement, would be contested. The Parties agree that the Settlement Agreement contemplated herein, including Settling Defendants' agreement as to relief to be provided and for certification of the Settlement Class, are fully dependent upon all of the terms and conditions of this Settlement Agreement being approved by the Court. Accordingly, while the agreements provided for in this Settlement Agreement should give rise to a finding that a class may be certified in accordance with the requirements of Fed. R. Civ. P. 23, any such finding is for settlement purposes only, is not an admission or finding

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of liability to the Class Representative of the Settlement Class and may not be used in this or any other proceeding for any other purpose.

D. After execution of this Settlement Agreement, the Parties shall jointly move the Court to enter an order (“the “Preliminary Approval Order”) that:

1. Determines that, for settlement purposes only, the Complaint may be maintained as a class action on behalf of the Settlement Class;

2. certifies the Settlement Class and preliminarily approves this class Settlement Agreement;

2. schedules a Final Approval and Fairness Hearing on the final approval of this Settlement Agreement to consider the fairness, reasonableness, and adequacy of the proposed settlement and whether it should be approved by the Court;

3. approves the Class Notice, the content of which notice is without material alteration from Exhibit 2 hereto, to be sent to the Class Members, and directs its dissemination by first class U.S. mail to the last known address for each such person, and, for notices returned, directs the Administrator to follow the procedures set forth in Paragraph V below;

4. determines that the Class Notice and Claim Form and the procedures established for mailing same to Class Members (i) is the best practicable notice, (ii) is reasonably calculated, under the circumstances, to apprise

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Class Members of the proposed settlement of the Action and of their right to object to or exclude themselves from the proposed settlement, (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) meets all applicable requirements of due process, Fed. R. Civ. P. 23, and New Jersey law;

5. requires the filing of a proof of dissemination of the Class Notice and Claim Form, at or before the Final Approval and Fairness Hearing;

6. requires each Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or the proposed settlement, to file with the Court, and mail to Class Counsel and Settling Defendants' Counsel, no later than fifty-six (56) days after the Class Notice Date, a statement of the objection, as well as the specific reasons, if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and all evidence the Class Member wishes to introduce in support of his or her objection, or be forever barred from objection;

7. requires any Class Member who files and serves a timely written objection and who intends to make an appearance at the Final Approval and Fairness Hearing, either in person or through counsel, to file with the Court, and mail to Class Counsel and Settling Defendants' Counsel no later than fifty-six

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(56) days after the Class Notice Date, or as the Court otherwise may direct, a statement of intention to appear;

8. requires any Class Member who wishes to exclude himself or herself from this Settlement Class to mail to the Administrator, no later than fifty-six (56) days after the Class Notice Date, a written exclusion, which must be personally signed by the Class Member and include his or her name, address, and, if possible, dedicated or special purpose account number, and a statement that he or she wishes to be excluded from the Settlement Class; and

9. contains any additional provisions agreeable to the Parties that might be necessary to implement the terms of this Settlement Agreement and the proposed settlement.

IV. NOTICE OF SETTLEMENT TO CLASS MEMBERS

A. Within twenty-one (21) days of entry of the Preliminary Approval Order, the Administrator shall send each Class Member a Class Notice (with Claim Form with return postage pre-paid) by first class U.S. mail.

B. The Administrator shall promptly remail any Class Notice returned to the Administrator by the United States Postal Service with forwarding addresses. With respect to any Class Notice returned as undeliverable, the Administrator shall use skip tracing methods to attempt to locate a current address unless the Administrator previously attempted unsuccessfully to locate a current address for

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the Class Member. If an updated address is located, the Administrator shall re-mail the Class Notice to the Class Member.

C. The Administrator shall create and maintain a settlement website which shall contain important information relating to this Action and this Settlement Agreement.

D. Any Class Member who fails to object in the manner proscribed herein and in the Class Notice shall be deemed to have waived his or her objections and forever be barred from making any such objection in this Action or any other action or proceeding.

E. Any Class Member who submits a request to be excluded from the Settlement Class that does not include all of the required information, as referenced in Paragraph III(D)(8), that is sent to an address other than as stated in the Class Notice, or that is not postmarked with the specified time, shall be invalid and the person serving such request shall be deemed to remain a Class Member and shall be bound as a Class Member by this Settlement Agreement, if approved.

F. Any Class Member who elects to be excluded shall not: (1) be bound by any orders or the Final Approval Order and Judgment; (2) be entitled to any relief under this Settlement Agreement; (3) gain any rights by virtue of this Settlement Agreement; nor (4) be entitled to object to any aspect of this Settlement Agreement. "Mass" or "class" requests for exclusion shall not be allowed.

V. SETTLEMENT ADMINISTRATION

A. Prior to mailing the Class Notice, the Settlement Administrator shall update the addresses (received from Settling Defendants, per Paragraph VI(G)(1)) of all Settlement Class members by means of the National Change of Address Data Bank maintained by the United States Postal Service and or other similar means available to the Settlement Administrator through the U.S.P.S. for the information provided in the database.

B. The Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claims Forms, Global's objections to Claims, if any, and Approved Claims in a rational, responsive, cost effective, and timely manner. The Administrator shall make the Claim Form available online through the settlement website and shall provide for the online filing of the Claim Form, including the signature of the Claim Form "under penalty of perjury" and in compliance with eSign protocols.

C. The Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement.

D. The Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Settling Defendants' Counsel upon request.

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E. The Administrator shall also provide reports and other information to the Court as the Court may require.

F. Class Counsel and Settling Defendants' Counsel shall have a sufficient opportunity to review and approve the form and content of all communications from the Administrator to members of the Settlement Class including all Class Notices (and Claim Forms), correspondence, envelopes, and payment checks, prior to any communication being provided and the content of the settlement website.

G. The Administrator shall provide Class Counsel and Settling Defendants' Counsel with information concerning Class Notice, administration, and implementation of the Settlement Agreement.

H. Should the Court request, the Parties, in conjunction with the Administrator, shall submit a timely report to the Court summarizing the work performed by the Administrator, including a report of all amounts paid to each Class Member on account of Approved Claims.

I. Without limiting the foregoing, the Administrator shall:

1. Forward to Settling Defendants' Counsel, with copies to Class Counsel, all documents and other materials received in connection with the administration of the Settlement Agreement within fourteen (14) days after the

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date on which all Claim Forms have been finally approved or disallowed per the terms of the Settlement Agreement;

2. Receive requests for exclusion and other requests from the Settlement Class and promptly provide a copy of such requests to Class Counsel and Settling Defendants' Counsel upon receipt ("the Opt-Out List"). If the Administrator receives any exclusion forms or other requests from the Settlement Class after the Objection/Exclusion Deadline, the Administrator shall promptly provide copies thereof to Class Counsel and Settling Defendants' Counsel;

3. Provide weekly reports to Class Counsel and Settling Defendants' Counsel, including without limitation, reports regarding the number of Claim Forms received, the number to which Global has objected, the number determined to be rejected, and the number of Approved Claims; and

4. Make available for inspection by Class Counsel or Settling Defendants' Counsel the Claim Forms, any documentation or other evidence submitted in support thereof, and any correspondence received by the Administrator at any time upon reasonable notice.

J. The Administrator shall employ reasonable procedures to screen claims for abuse or fraud, including without limitation, by cross-referencing the information provided on the Claim Form against the Class Members list, and by

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reviewing the evidentiary proof submitted by Class Members. The Administrator shall reject a Claim Form, or any part of a claim for a payment reflected therein, where there is evidence of abuse or fraud. The Administrator shall also reject a Claim Form that is not signed “under penalty of perjury” and, if filed online, is not signed in compliance with eSign protocols, does not provide all required information and documentation or where the Claim Form does not provide the required information and documentation necessary to screen the claim for fraud or abuse. The validation of all Claim Forms by the Administrator shall occur no later than fourteen (14) days after the Effective Date and the Administrator shall give notice of such validation to all counsel on that date.

K. Settling Defendants and Settling Defendant’s Counsel shall have no liability or responsibility whatsoever for any acts, errors or omissions of the Administrator.

VI. PAYMENTS BY SETTLING DEFENDANTS AND DISTRIBUTIONS

A. Global agrees to pay the costs of the Administrator.

B. Global agrees to pay the Class Representative (Plaintiff) an incentive award for her service in the amount of \$10,000, subject to Court approval.

C. Global and RMBT agree not to oppose a Class Counsel fees and costs award that does not exceed \$2,000,000 (based upon the fee shifting provisions of the CFA and RICO claims; though, Settling Defendants do not admit liability

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under either Act), and Class Counsel agrees not to seek a fees and costs award that exceeds \$2,000,000.

D. Within seven (7) days of the Order of Preliminary Approval of this Settlement Agreement, Global shall deposit with the Administrator the total amount of the contract with the Administrator, to be used to fund the services and costs thereof.

E. Within thirty (30) days of the Effective Date, Global shall pay to Class Counsel, to be held in escrow pending disbursement, the amount of the Court approved award (\$10,000) to the Class Representative (Plaintiff).

F. Within thirty (30) days of the Effective Date, Global shall pay to Class Counsel the amount of the Court approved Class Counsel fees and costs award (not to exceed \$2,000,000).

G. Class Members' Relief:

1. Within ten (10) days after the entry of the Preliminary Approval Order, Global will provide an excel spreadsheet containing the names, account numbers, telephone numbers (as available), and last known physical addresses of all potential members of the Settlement Class to the Administrator and to Class Counsel.

2. Class Members' relief shall be afforded solely by a claims process. Each Class Member may submit one claim per dedicated or special

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purpose account into which the Class Member has paid or transferred any monies or out of which the Class Member has paid (allegedly illegal) fees and costs.. Each Class Member must submit an Approved Claim by the Claims Deadline in order to be entitled to the relief provided for herein. Global may, within fourteen (14) calendar days after the Claims Deadline (*see* Paragraph I(A)(5)) object to any Claim filed by a Class Member for the reason that the Class Member has not, in fact, paid or transferred monies into their Global dedicated or special purpose account or in fact paid any (allegedly illegal) fees and costs. The Administrator shall then notify in writing the Class Member submitting the objected to claim that, within fourteen (14) days of the Administrator's notice, he/she may submit documentation demonstrating that he/she paid or transferred monies into the Global dedicated or special purpose account or paid out of such account any (allegedly illegal) fees and costs. Absent such showing, Global's objection to the Claim shall be final, the Claim shall be deemed dis-approved and the Class Member submitting such claim shall not be a Releasing Party or otherwise bound by the Settlement or Final Approval Order and Judgment.

3. Each Class Member who submits an Approved Claim shall receive fifty-five dollars (\$55.00).

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4. Within thirty (30) days of the Effective Date, Global shall fund the total amount of the Approved Claims. Specifically, Global shall deposit with the Administrator the total amount of the Approved Claims received by the Claims Deadline.

5. After Global makes the deposit referenced in Paragraph VI(G)(4), the Administrator shall promptly pay all Approved Claims by check sent via first class U.S. mail to the Class Members who submitted all such Approved Claims. The face of the check shall state that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

6. Any uncashed checks issued to eligible Class Members or unused funds shall be returned to Global after payment of all Approved Claims, all Administration costs, the fee award to Class Counsel, and the incentive award to the Class Representative.

VII. FINAL APPROVAL, DISMISSAL OF CLAIMS, AND RELEASES

A. The Final Approval and Fairness Hearing shall be set for a date no less than one hundred and ten (110) days after the date of entry of the Preliminary Approval Order.

B. Class Counsel shall file the application for Final Approval and for Class Counsel attorneys' fees and costs (not to exceed \$2,000,000 in the

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aggregate) sufficiently in advance of the date set for the Final Approval and Fairness Hearing to allow for the briefing schedule provided for in the Court's Local Rules.

C. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is preliminarily approved by the Court, the Parties shall thereafter request the Court to enter a Final Approval Order and Judgment that, among other things:

1. gives final approval to this Settlement Agreement as being fair, reasonable, and adequate as to each of the Parties and the Class Members, and consistent and in compliance with all requirements of due process, Fed. R. Civ. P. 23, and New Jersey law, as to, and in the best interests of, each of the Parties and the Class Members, and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

2. declares this Settlement Agreement and the Final Approval Order and Judgment to be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings encompassed by the release maintained by or on behalf of Plaintiff and all other Class Members;

3. finds that the Class Notice and the notice methodology implemented pursuant to this Settlement Agreement (i) constitute the best

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practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to apprise Class Members of their right to object to the proposed settlement and to appear at the Final Approval and Fairness Hearing, (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process, Fed. R. Civ. P. 23, and New Jersey law;

4. finds that Plaintiff's counsel and Plaintiff adequately represented the Class Members in this Action;

5. approves the payment of the Class Counsel's award as set forth in Paragraph VI(C);

6. approves the payment of the Class Representative's incentive award as set forth in Paragraph VI(B);

7. dismisses this Action in its entirety as to Global and RMBT *with prejudice* and without fees or costs except as expressly provided herein;

8. without affecting the finality of the Final Approval Order and Judgment for purposes of appeal, retains jurisdiction over Global, RMBT, the Plaintiff, and the Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the settlement and the Final Approval Order and Judgment, and for any other necessary purposes;

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9. determines that this Settlement Agreement and the settlement provided for herein, and any proceedings taken pursuant thereto, are not, and should not in any event be offered or received as evidence of, or as a presumption, concession, admission or finding of wrongdoing, fault or liability by Global or RMBT; provided, however, that reference may be made to this Settlement Agreement and the settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement;

10. approves the list of Class Members who have requested exclusion and accordingly, shall neither share in nor be bound by the Final Approval Order and Judgment;

11. authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement Agreement and all exhibits hereto as (i) shall be consistent in all material respects with the Final Approval Order and Judgment and (ii) do not limit the rights of Class Members;

12. provides that upon the Effective Date, Plaintiff and the other Class Members (Releasing Parties), on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, shall release and forever discharge the Released Parties from and shall be forever barred from instituting, maintaining, or prosecuting the Released Claims;

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13. provides that upon the Effective Date, Global and RMBT, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, shall release, forever discharge the Plaintiff, Class Members, and their attorneys from and shall be forever barred from instituting, maintaining, or prosecuting any claims for fees, costs, indemnity or contribution in connection with this Action;

14. provides that each and every term of this Settlement Agreement shall be binding upon, and inure to the benefit of, Plaintiff and the other Class Members, Global, and RMBT, and any of their respective successors and personal representatives (in their capacities as such), which persons and entities are intended to be beneficiaries hereof;

15. provides that the Parties shall be deemed to have agreed that the releases set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims; and

16. provides that none of the above releases includes releases of claims to enforce the terms of this Settlement Agreement.

VIII. ADDITIONAL PROVISIONS

A. The Parties, their successors and assigns, and their attorneys agree to use their best efforts to carry out the terms of this Settlement Agreement in good

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faith. All Parties agree that this Settlement Agreement was drafted by competent counsel for the Parties at arm's length.

B. This Settlement Agreement sets forth the entire agreement among the Parties with respect to its subject matter, and it may not be altered or modified except by written instrument executed by counsel for all Parties. The Parties expressly acknowledge that no other agreements, arrangements or understandings not expressed in this Settlement Agreement exist among or between them.

C. All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without giving effect to any conflict of law principles or choice of law principles.

D. Any action to enforce this Settlement Agreement shall be commenced and maintained only in the Court and the Court shall have continuing jurisdiction.

E. Whenever this Settlement Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be to the following:

If to Settling Defendants, then to:

Richard W. Epstein
Meredith H. Leonard
Greenspoon Marder, P.A.
200 East Broward Blvd.; Suite 1800
Ft. Lauderdale, FL 33301
richard.epstein@gmlaw.com
meredith.leonard@gmlaw.com

If to Plaintiff, then to:

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Joseph M. Pinto
Polino and Pinto, P.C.
720 East Main Street, Suite 1C
Moorestown, NJ 08057
(856) 727-1777 Phone
jfpolino@prodigy.net

and

Carl D. Poplar
Carl D. Poplar, P.A.
1010 Kings Hwy, Suite #A
Cherry Hill, NJ 08034
cpoplar@poplarlaw.com

F. Neither this Settlement Agreement nor any related negotiations, statements or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission, concession or finding of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, or as a waiver by the Released Parties of any applicable defense.

G. No opinion concerning the tax consequences, if any, of this Settlement Agreement as to individual Class Members is being given or will be given by any Party or any Parties' counsel; nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class

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Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

H. The Parties intend the provisions of this Settlement Agreement to be severable. In the event that the Court declares or indicates an intention to declare any provision of this Settlement Agreement invalid, the Parties shall jointly ask the Court to attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

I. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the dispute shall be referred to the Court.

J. The Class Representative, on behalf of the Class Members, or Settling Defendants, shall each have the right to terminate this Settlement Agreement by providing written notice of the election to do so to all other Parties hereto within

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ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Settlement Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Settlement Agreement in any material respect; (iii) the Court's refusal to enter the Final Approval Order and Judgment in this Action in any material respect; (iv) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which a final order and judgment is entered in a form other than as provided for herein. If this Settlement Agreement is terminated or fails to become effective, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Settlement Agreement. In such event, any final judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action, as if this Settlement Agreement had never been entered into and, this Settlement Agreement shall not be used for any purpose whatsoever by or against any of the Parties.

K. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Settlement Agreement is filed with the Court, Defendants shall cause to be served upon the New Jersey Attorney General, the Attorney General of the United States,

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and other required government officials, notice of the proposed settlement and required by law.

L. This Settlement Agreement may be signed via facsimile or scanned signatures, and in counterparts, each of which shall constitute a duplicate original.

By signing below, each Party enters into this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized to enter into this Settlement Agreement by the Party on whose behalf it is indicated that the person is signing.

SIGNATURE PAGES FOLLOW

Guidotti v. Legal Helpers Debt Resolutions, LLC, et al.
Class Action Settlement Agreement
Case No. 1:11-cv-01219/JBS-KMW

APPROVED AND AGREED TO:

Dated: September 29, 2017

GLOBAL CLIENT SOLUTIONS, LLC

By: Brent J. Hampton
[Signature]

Brent J. Hampton VP & General Counsel
[Print or Type Name and Title]

Dated: September _____, 2017

ROCKY MOUNTAIN BANK & TRUST

By: _____
[Signature]

[Print or Type Name and Title]

Dated: September _____, 2017

DAWN GUIDOTTI

By: _____
[Signature]

Guidotti v. Legal Helpers Debt Resolutions, LLC, et al.
Class Action Settlement Agreement
Case No. 1:11-cv-01219/JBS-KMW

APPROVED AND AGREED TO:

Dated: September ____, 2017

GLOBAL CLIENT SOLUTIONS, LLC

By: _____
[Signature]

[Print or Type Name and Title]

Dated: September 29, 2017

ROCKY MOUNTAIN BANK & TRUST

By: 
[Signature]

Tom L. Havens, President
[Print or Type Name and Title]

Dated: September ____, 2017

DAWN GUIDOTTI

By: _____
[Signature]

Guidotti v. Legal Helpers Debt Resolutions, LLC, et al.
Class Action Settlement Agreement
Case No. 1:11-cv-01219/JBS-KMW

Dated: September ____, 2017

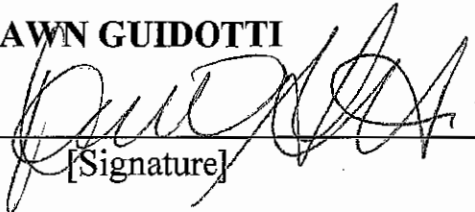
ROCKY MOUNTAIN BANK & TRUST

By: _____
[Signature]

[Print or Type Name and Title]

Dated: September 27th, 2017

DAWN GUIDOTTI

By: 
[Signature]

APPROVED AS TO FORM:

Dated: September ____, 2017

GREENSPOON MARDER P.A.

By: _____
[Signature]

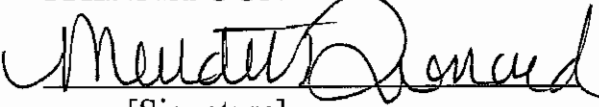
Richard W. Epstein
Meredith H. Leonard
Attorneys for Defendants Global and RMBT

Guidotti v. Legal Helpers Debt Resolutions, LLC, et al.
Class Action Settlement Agreement
Case No. 1:11-cv-01219/JBS-KMW

APPROVED AS TO FORM:

Dated: September 29, 2017

GREENSPOON MARDER P.A.

By: 
[Signature]

Richard W. Epstein
Meredith H. Leonard
Attorneys for Defendants Global and RMBT

Dated: September _____, 2017

POLINO AND PINTO, P.C.

By: _____
[Signature]

Joseph M. Pinto
Attorneys for Plaintiff

Dated: September _____, 2017

CARL D. POPLAR, P.A.

By: _____
[Signature]

Carl D. Poplar
Attorneys for Plaintiff

Guidotti v. Legal Helpers Debt Resolutions, LLC, et al.
Class Action Settlement Agreement
Case No. 1:11-cv-01219/JBS-KMW

APPROVED AS TO FORM:

Dated: September _____, 2017

GREENSPOON MARDER P.A.

By: _____
[Signature]

Richard W. Epstein
Meredith H. Leonard
Attorneys for Defendants Global and RMBT

Dated: September ^{29th}_____, 2017

POLINO AND PINTO, P.C.
By: _____
[Signature]

Joseph M. Pinto
Attorneys for Plaintiff

Dated: September ^{29th}_____, 2017

CARL D. POPLAR, P.A.
By: _____
[Signature]

Carl D. Poplar
Attorneys for Plaintiff

Exhibit 1

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Guidotti v. Legal Helpers Debt Resolution, LLC, et al., Case No. 11-CV-01219 (D.N.J.)

If, as a New Jersey resident, you received debt resolution services and also maintained a special purpose or dedicated bank account, a class action settlement may affect your rights.

A federal court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached between Plaintiff Dawn Guidotti (“Plaintiff”) and two Defendants, Global Client Solutions, LLC (“Global”) and Rocky Mountain Bank & Trust (“RMBT”), in a class action lawsuit claiming that Legal Helpers Debt Resolution, LLC, Eclipse Servicing, Inc., Global, Legal Services Support Group, LLC, JG Debt Solutions, LLC, RMBT, Lynch Financial Solutions, Inc., Jem Group, Inc., Century Mitigations, LP, Legal Helpers PC, Thomas G. Macey, Jeffrey J. Aleman, Jason E. Searns, Jeffrey Hyslip, Thomas M. Nicely, Joel Gavalas, Amber N. Duncan, Harry Hedaya, Douglas L. McClure, Michael Hendrix, and Stephen Chaya (collectively, “Defendants”) violated New Jersey state law. The lawsuit claims that Defendants charged illegal fees in connection with the provision of debt resolution services without a license. Global and RMBT deny all allegations of wrongdoing. The settlement doesn’t decide who is right, but rather is a compromise to end the lawsuit and avoid the uncertainties and costs associated with a trial.
- You are included in the class if, while a resident of New Jersey, you received debt resolution services and also opened and used a special purpose or dedicated bank account with Global between March 3, 2005 and October 26, 2016. The settlement class definition is listed below.
- If the Court approves the settlement, settlement class members who submit complete, valid, and timely claims will receive a check in the amount of \$559.00.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue Global or RMBT about the issues the settlement covers in this case.
OBJECT	Write to the Court explaining why you don’t like the settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	You will receive no payment under the settlement and give up your rights to sue Global or RMBT about the issues covered by the settlement in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

BASIC INFORMATION

1. What is this notice and why should I read it?

A Court authorized this notice (“Class Notice”) to let you know about a proposed settlement with the Global and RMBT. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. This Class Notice explains the lawsuit, the settlement, and your legal rights.

Judge Jerome B. Simandle of the United States District Court for the District of New Jersey is overseeing this class action lawsuit. The case is called *Guidotti v. Legal Helpers Debt Resolution, LLC, et al.*, Case No. 11-CV-01219 (D.N.J.) The person who filed the lawsuit, Dawn Guidotti, is the Plaintiff. The companies and individuals she sued, including Global and RMBT, are called the Defendants.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Dawn Guidotti—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the Court resolves the issues for all class members, except those who exclude themselves from the class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit claims that Defendants violated New Jersey law, including New Jersey’s Debt Adjustment Act, by rendering debt adjustment services without a license and by charging illegal fees for such services. Global and RMBT deny these allegations, including that either ever engaged in any such services. The Court has not decided whether Global or RMBT did anything wrong. The settlement is a compromise to end the lawsuit and avoid the uncertainties and costs associated with a trial. The settlement is not an admission or finding of wrongdoing by Global or RMBT. More information about the lawsuit, including a copy of the Second Amended Class Action Complaint, can be found on the settlement website at www.###.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or Global and RMBT should win this case. Instead, Plaintiff and Global and RMBT have agreed to a settlement. That way, they can avoid the uncertainty and expense of a trial. Plaintiff, on behalf of herself and class members (“Class Representative”), and her attorneys (“Class Counsel”) believe that the settlement is in the best interests of the class members.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

Pursuant to the Settlement Agreement and Release (“Settlement), you are a member of the Settlement Class if your name appears in Global’s records and you ~~used~~ opened a special purpose or dedicated account administered by Global between March 3, 2005 and October 26, 2016, which was opened while you were a resident of New Jersey.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Global has agreed to pay \$559.00 to each member of the Settlement Class who paid or transferred monies into their Global special purpose or dedicated account or paid fees or costs out of such account and who submits a valid and timely claim, with all requisite information and documentation.

HOW TO GET BENEFITS

7. How do I make a claim?

The Class Notice Date is [ENTER DATE OF MAILING].

The Settlement creates a claims process, pursuant to which the only way to obtain benefits of the Settlement is by submitting a valid Claim Form, postmarked or filed online no later than the Class Notice Date. A Claim Form is enclosed herewith with pre-paid return postage and may be found on the settlement website. Only one Claim Form per special purpose or dedicated bank account may be submitted.

The Claim Form requires you to provide basic contact information, including your name and current address, as well as one form of additional information. The Claim Form **must** be signed by you, and you **must** include with your completed Claim Form the information and/or documentation requested therein.

Global may object to a claim submitted by a class member who has not, in fact, paid or transferred monies into their Global special purpose or dedicated account or, in fact, paid out of that account any fees and costs. The class member may then submit documentation demonstrating that he/she did pay or transfer monies into the Global special purpose or dedicated account or did pay out of that account any fees and costs. Unless the class member does so, Global's objection to the claim shall be final and the claim dis-approved.

8. When will I get my payment?

The hearing to consider the fairness of and to approve the Settlement is scheduled for [ENTER FINAL HEARING DATE] ("Final Fairness Hearing"). If the Court approves the Settlement, eligible members of the Settlement Class whose claims were approved by the Settlement Administrator will receive their check for \$559.00. Unless a party appeals any aspect of the order approving the Settlement, it is expected that all checks will be mailed within 90 days of the date of the order approving the Settlement.

All checks will expire and become void 90 days after they are issued. Any un-cashed checks issued to Settlement Class members, as well as any unclaimed funds remaining after payment of all Approved Claims, all Settlement Administration Expenses, the Fee Award to Class Counsel, and the incentive award to the Class Representative shall be returned to Global.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has appointed lawyers from the firms Polino and Pinto, P.C. and Carl D. Poplar, P.A. to represent you as "Class Counsel." Class Counsel can be reached by calling 1-856-727-1777.

10. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to pay for that lawyer. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to \$2,000,000 and will also request an award of \$10,000 for the Class Representative (Dawn Guidotti). The amount awarded to Class Counsel, to the extent it does not exceed \$2,000,000, and to the Class Representative, to the extent it does not exceed \$10,000, will be paid by Global. The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any awards to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement, you will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Global or RMBT for the claims or legal issues being resolved by this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement. However, you will not be in the Settlement Class. You will keep your right to start your own lawsuit against Global or RMBT. You will not be legally bound by the Court's judgments related to the Settlement Class and Global and RMBT in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter stating that you want to be excluded from the Settlement in *Guidotti v. Legal Helpers Debt Resolution, LLC, et al.*, Case No. 11-CV-01219. Your letter must also include (1) your name and current address, (2) if possible, your special purpose or dedicated bank account number, (3) a statement that you wish to be excluded from the Class, (4) the caption for this case, and (5) your signature. Your exclusion request must be postmarked no later than fifty-six (56) days after the Class Notice Date, and must be mailed to:

Class Action Administrator
KCC LLC
2335 Alaska Avenue
El Segundo, CA 90245

You can't exclude yourself on the phone or by email.

15. If I don't exclude myself, can I sue Global and RMBT later?

QUESTIONS? CALL 1-###-###-#### OR VISIT WWW.###.COM

No. Unless you exclude yourself, you give up any right to sue Global and/or RMBT for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must **file** a letter or brief with the Court stating that you object to the Settlement in *Guidotti v. Legal Helpers Debt Resolution, LLC, et al.*, Case No. 11-CV-01219 no later than fifty-six (56) days after the Class Notice Date. Your objection should be sent to the United States District Court for the District of New Jersey at the following address:

Clerk of the United States District Court for the District of New Jersey
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets, Room 1050
Camden, NJ 08101

The objection must be in writing and include the case name *Guidotti v. Legal Helpers Debt Resolution, LLC, et al.*, Case No. 11-CV-01219. Your objection must be personally signed and include the following information: (1) your name and current address, (2) the specific grounds for your objection, (3) all arguments, citations, and evidence supporting your objection, including copies of any documents you intend to rely on, (4) a statement that you are a member of the Settlement Class, (5) if possible, your special purpose or dedicated bank account number, (6) the name and contact information of any and all attorneys representing you, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (7) a statement indicating whether you (or your counsel) intend to appear at the Final Fairness Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court and must file your objection on CM/ECF.

In addition to filing your objection with the Court, you must send copies of your objection and any supporting documents to both Class Counsel and Global and RMBT's lawyers at the addresses listed below:

Class Counsel	Global and RMBT's Counsel
----------------------	----------------------------------

Joseph M. Pinto Polino and Pinto, P.C. 720 East Main Street, Suite 1C Moorestown, NJ 08057 -and- Carl D. Poplar Carl D. Poplar, P.A. 1010 Kings Hwy, Suite #A Cherry Hill, NJ 08034	Richard W. Epstein Meredith H. Leonard Greenspoon Marder, P.A. 200 East Broward Blvd., Suite 1800 Ft. Lauderdale, FL 33301
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18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the final fairness hearing at [ENTER DATE/TIME OF FINAL HEARING] before the Honorable Jerome B. Simandle in Courtroom 4A of the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, New Jersey 08101. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, and adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

Note: The date and time of the fairness hearing are subject to change by Court order. Any changes will be posted at the settlement website, www.###.com or through the Court's online docket search at www.ecf.njd.uscourts.gov.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* question 17 above) and intend to appear at the hearing, *you must state your intention to do so in your objection.*

GETTING MORE INFORMATION

22. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, the Settlement Agreement is available at www.###.com, or you may contact Class Counsel at 1-856-727-1777, or you may find it through the Court's online electronic full case docket search at www.ecf.njd.uscourts.gov, or you may visit the office of the Clerk of the United States District Court for the District of New Jersey Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Room 1050, Camden, NJ 08101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR GLOBAL OR RMBT
WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

Exhibit 2

CLAIM FORM

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Guidotti v. Legal Helpers Debt Resolution, LLC, et al., Case No. 11-CV-01219 (D.N.J.)

IF YOU WOULD LIKE TO MAKE A CLAIM FOR PAYMENT AS A MEMBER OF THE SETTLEMENT CLASS, PLEASE PROVIDE THE INFORMATION AND/OR DOCUMENTATION IDENTIFIED BELOW, UPDATE YOUR CONTACT INFORMATION, SIGN WHERE INDICATED BELOW, AND EITHER RETURN THIS CLAIM FORM IN THE ENCLOSED ALREADY ADDRESSED AND POSTAGE PRE-PAID ENVELOPE TO THE SETTLEMENT ADMINISTRATOR OR FILE ONLINE AT [ENTER WEBSITE] BY CLICKING ON THE LINK THAT SAYS [ENTER NAME OF LINK] ON OR BEFORE [ENTER DATE].

_____ I would like to make a claim for a payment of \$55.00 as a member of the Settlement Class in the referenced lawsuit. I **certify under penalty of perjury** that the below information as stated is true and accurate.

Name: _____

Current Address: _____

You MUST include at least **one** of the following with your claim:

1. Your Special Purpose or Dedicated Account Number: _____, OR
2. Last 4 Digits of Your Social Security Number: _____, OR
3. Include a photocopy of your Photo Identification (for example: Driver's License, Identification Card, or Passport).

I CERTIFY UNDER PENALTY OF PERJURY THAT I AM THE ABOVE-NAMED PERSON AND THAT THE FOREGOING INFORMATION AND ENCLOSED DOCUMENT ARE TRUE AND ACCURATE.

(signed name) _____

(printed name) _____