

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made by and among Diane Lucas (“Plaintiff”), on behalf of herself and the Settlement Class (as defined below), on the one hand, and Synchrony Bank (“Synchrony”), on the other hand (collectively, the “Parties”). Plaintiff, Class Counsel (as defined below) and Synchrony hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all Released Claims (as defined below) of Plaintiff and the Settlement Class Members (as defined below) included in the action entitled Dianne Lucas v. Synchrony Bank, No. 4:21-cv-00070-PPS-JEM (N.D. Ind.) (as defined below), shall be settled, compromised and released upon the terms and conditions contained herein.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. Plaintiff filed the Action alleging, among other things, that Synchrony violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), by placing calls to cellular telephones through the use of an artificial or prerecorded voice without the prior express consent of Plaintiff and the putative class members.

B. Synchrony vigorously denies all claims asserted in the Action and denies all allegations of wrongdoing and liability. Synchrony desires to settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk and uncertainty of continuing these proceedings.

C. This Agreement results from and is the product of extensive, good faith and arm’s length negotiations. The Parties participated in private mediation before Bruce Friedman, Esq. of JAMS, both in person and through multiple follow-up telephone conferences over an extended time.

D. The Parties enter into this Agreement, subject to preliminary approval and final approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, to fully, finally and forever resolve, discharge and release all Released Claims (as defined below) of Plaintiff and the Settlement Class Members in exchange for Synchrony's agreement to pay the total amount of \$2,600,000.00 (TWO MILLION, SIX HUNDRED THOUSAND DOLLARS AND NO CENTS) inclusive of Settlement Costs and Settlement Awards as set forth below.

E. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the Settlement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Plaintiff, on behalf of herself and the Settlement Class, and Synchrony agree to the Settlement, subject to approval by the Court, as follows:

II. ADDITIONAL DEFINITIONS

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. "Action" means Dianne Lucas v. Synchrony Bank, No. 4:21-cv-00070-PPS-JEM (N.D. Ind.).

2. "CAFA Notice" refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

3. "Claim Form" or "Claim" means the claim form to be submitted by Settlement Class Members in order to receive a Settlement Award pursuant to Section III.F of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit

1.

4. “Claim Period” means the period of time in which a Settlement Class Member must submit a Claim Form to be eligible to receive a Settlement Award as part of the Settlement. As set forth in III.B.1 of this Agreement, the last day of the Claim Period will be 75 days following the Notice Deadline.

5. “Class Counsel” means The Weitz Firm, LLC, Paronich Law, P.C. and Greenwald Davidson Radbil PLLC.

6. “Class Notice” means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement, including one or more of the following methods: E-mail Notice, Mail Notice, Publication/Media Notice, Website Notice and any different or additional notice that might be ordered by the Court. A description of the contemplated Class Notice is provided in Section III.E of this Agreement.

7. “Class Period” means the period from October 16, 2020 through the date of entry of the Preliminary Approval Order.

8. “Court” means the United States District Court for the Northern District of Indiana.

9. “Cy Pres Distribution” means the residual from the Settlement Fund which may be distributed pursuant to Section III.G.3 of this Agreement.

10. “Effective Date” means five days after the last of the following dates: (i) the entry of the Final Approval Order; and (ii) the final disposition of any related appeals, or, in the case of no appeal or review being filed, expiration of the applicable appellate period.

11. “E-mail Notice” means the notice that will be provided pursuant to Section III.E.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 3.

12. “Final Approval Hearing” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees, costs and expenses awarded to Class Counsel and the amount of the service award to Plaintiff.

13. “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement, the proposed form of which is attached hereto as Exhibit 7. “Final Approval” occurs on the date that the Court enters, without material change, the Final Approval Order.

14. “Long-Form Notice” shall have the meaning set forth in Section III.E of this Agreement.

15. “Mail Notice” means the postcard notice that will be provided pursuant to Section III.E.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 2.

16. “Memorandum of Understanding” shall mean the document executed by counsel for the Parties on or about September 7, 2022, with respect to the Action and the Settlement.

17. “Notice Deadline” shall have the meaning set forth in Section III.B of this Agreement.

18. “Notice Program” shall have the meaning set forth in Section III.E of this Agreement.

19. “Opt-Out and Objection Deadline” shall have the meaning set forth in Section III.B of this Agreement.

20. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit 6. “Preliminary Approval” occurs on the date that the Court enters, without material change, the Preliminary Approval Order.

21. “Publication/Media Notice” means the notice of settlement that will be provided pursuant to Section III.E.2 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit 4.

22. “Redistribution” means additional money from the Settlement Fund which may be distributed to certain eligible Settlement Class Members, as set forth in Section III.G.2 of this Agreement.

23. “Released Claims” means all claims to be released as set forth in Section III.H of this Agreement, including without limitation all claims alleged in the Action.

24. “Released Parties” means Synchrony (and all other entities for which Synchrony issues a credit card), and each and all of their present, former and future direct and indirect parent companies, affiliates, subsidiaries, agents, successors, vendors, and/or predecessors in interest and all of the respective officers, directors, employees, attorneys, shareholders, agents, and assigns of the aforementioned, and all other persons or entities identified or described as “Released Parties” in Section III.H of this Agreement.

25. “Releases” means all of the releases set forth in Section III.H of this Agreement.

26. “Releasing Parties” means Plaintiff and each and all Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns.

27. “Settlement” means the settlement which the Parties have entered to resolve the Actions and the allegations therein. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

28. “Settlement Administrator” means KCC Class Action Services LLC or such other person or organization jointly selected by the Parties and approved by the Court.

29. “Settlement Award” means a payment that may be available to eligible Settlement Class Members pursuant to Section III.F of this Agreement.

30. “Settlement Class” means: “All persons and entities throughout the United States (1) to whom Synchrony Bank placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) in connection with which Synchrony Bank or one of its agents or

vendors used an artificial or prerecorded voice, (4) from October 16, 2020 through the date of the preliminary approval order, (5) where the subject of the call was a Synchrony Bank account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony Bank the telephone number to which it placed, or caused to be placed, the call.” Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

31. “Settlement Class Member” means all persons in the Settlement Class who do not validly opt out of the Settlement Class

32. “Settlement Costs” means: (i) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (ii) any service award to Plaintiff approved by the Court; (iii) all costs of printing and providing notice to persons in the Settlement Class (including, but not limited to, costs for E-mail Notice, Mail Notice, Publication Notice, and Website Notice and any different or additional notice that might be ordered by the Court); (iv) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing Settlement Awards and other payments, Claim Forms, the cost of maintaining a designated post office box and/or operating the Settlement Website for receiving Claim Forms; and (v) the fees, expenses and all other costs of the Settlement Administrator.

33. “Settlement Fund” means the amount of \$2,600,000.00 (TWO MILLION, SIX HUNDRED THOUSAND DOLLARS AND NO CENTS), which amount includes all amounts payable by Synchrony pursuant to this Agreement, including but not limited to all Class Member awards, attorneys’ fees, costs, service awards, advancements of notice and administration costs and any and other Settlement Costs paid pursuant to, advanced pursuant to or otherwise described in this Agreement.

34. “Settlement Website” means the website established by the Settlement Administrator to aid in the administration of the Settlement and upon which will be posted the Website Notice.

35. “Synchrony’s Counsel” means Stroock & Stroock & Lavan LLP.

36. “Website Notice” means the website notice provided pursuant to Section III.E.3 of this Agreement, substantially in the form attached hereto as Exhibit 5.

B. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. TERMS OF SETTLEMENT

A. Conditional Certification of the Settlement Class. Solely for the purposes of providing Class Notice and implementing the terms of this Agreement, the Parties agree to conditional certification of the Settlement Class. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in this Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to this Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Synchrony or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

B. Preliminary Approval.

1. Preliminary Approval Motion. On or before September 30, 2022, or such other date as agreed upon by the Parties and approved by the Court, Plaintiff will move the Court for entry of the Preliminary Approval Order, which shall specifically include requests that the Court: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process

and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within forty-five (45) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class; (f) set a deadline sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene (the “Opt-Out and Objection Deadline”); (g) approve the Claim Form and the claims process described herein; (h) set the Claim Period for the submission of Claims to end 75 days after the Notice Deadline; (i) pending determination of whether the Settlement should be finally approved, bar and enjoin all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims unless they timely Opt-Out; (j) pending final determination of whether the Settlement should be approved, stay all proceedings except those related to effectuating the Settlement; and (k) schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline. In connection with the contemplated preliminary approval motion and a subsequent motion for final approval of the Settlement, Synchrony will reasonably cooperate with Plaintiff in regard to providing confirmatory discovery pertaining to the estimated size of the Settlement Class. This confirmatory discovery may include, but will not be limited to, Class Counsel’s review of applicable data regarding potential class members, and deposition testimony obtained by Class Counsel from Synchrony about data regarding potential class members. All such confirmatory discovery shall be designated confidential pursuant to the protective order entered in the Action. Any dispute over the scope of confirmatory discovery shall be presented in the first instance to the Mediator for a good faith effort to resolve such dispute. The size of the Settlement Class, as the Parties discussed it during mediation, is a material aspect of the Settlement.

2. Stay/Bar of Proceedings. All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all Settlement Class Members and any person or entity allegedly acting on behalf of Settlement Class Members, either directly, representatively or in any other capacity, will be preliminarily enjoined from: (1) commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; and (2) organizing any Settlement Class Members into a separate class, or soliciting the participation of other Settlement Class Members, for purposes of pursuing as a purported class action any lawsuit in any jurisdiction (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims. However, Settlement Class members will not be precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement. The Parties will request the entry of such an injunction in the Final Approval Order.

C. Financial Consideration to the Settlement Class.

1. The Settlement Fund. As full and complete consideration for the Settlement, Synchrony will pay the total amount of \$2,600,000.00 (TWO MILLION, SIX HUNDRED THOUSAND AND NO CENTS) as the Settlement Fund in settlement of all claims of Plaintiff and the Settlement Class Members described herein. The Settlement Fund shall include payments to claiming Settlement Class Members, as discussed below, any Redistribution, and the following amounts, collectively referred to as “Settlement Costs”: (i) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (ii) any service award to Plaintiff approved by the Court; (iii) all costs of providing notice to persons in the Settlement Class (including, but not limited to, costs for the Notice Program; (iv) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing settlement payments, Claim Forms, the cost of

maintaining a designated post office box for receiving Claim Forms; and (v) the fees, expenses and all other costs of the Settlement Administrator. The Settlement Fund shall be reduced by the Settlement Costs prior to making any awards to Settlement Class Members, as set forth in Section G.3. Synchrony shall not, under any circumstances, be obligated to pay any amounts in addition to the Settlement Fund in connection with the Settlement. Within 21 days after entry of the Preliminary Approval Order, Synchrony shall advance to the Settlement Administrator such money as the Settlement Administrator reasonably determines to be necessary to effectuate the Court-approved notice plan; this payment shall be treated as a contribution to the Settlement Fund and it shall be credited toward Synchrony's total financial obligation pursuant to this Settlement. The balance of the Settlement Fund (i.e., \$2,600,000 less amounts previously advanced for notice) shall be transmitted to the Settlement Administrator 21 days after the Effective Date. In no event shall Synchrony's total financial obligation under this settlement exceed \$2,600,000.

2. Termination. In the event that the Settlement is not ultimately approved, or is terminated, canceled or fails to become effective for any reason including, but not limited to, Section K.3 below, any money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be returned to Synchrony within fifteen (15) days of the event that causes the Agreement to not become effective.

3. Settlement Fund Is a Qualified Settlement Fund.

a. The Settlement Fund shall constitute a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation § 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

b. Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and

shall provide Synchrony with that employer identification number on a properly completed and signed IRS Form W-9.

c. If requested by either Synchrony or the Settlement Administrator, the Settlement Administrator and Synchrony shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

d. Other than remitting the Settlement Fund monies as described in Section III.C.1 of this Agreement, Synchrony shall have no responsibility, financial obligation, or liability whatsoever with respect to the notifications to the Settlement Class required hereunder, the processing of claims and opt out letters, the allowance or disallowance of claims by Settlement Class Members, payments to Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such remittances shall fully discharge Synchrony's obligation to the Plaintiff Representative, Settlement Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Fund.

e. The Settlement Administrator shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement or understanding with the Settlement Administrator relating to the QSF shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2).

The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

D. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described herein, and perform other functions assigned to the Settlement Administrator elsewhere in this Agreement, including, but not limited to: effectuating the Notice Program pursuant to Section E; calculating the amount of the Settlement Awards and distributing the Settlement Fund pursuant to Section III.G; and, in the event of termination of the Settlement pursuant to Section C.2, returning the Settlement Fund, along with any accrued interest or earnings, to Synchrony pursuant to the same Section. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:

1. Obtain from Synchrony, on a confidential basis, the list of phone numbers identified by Synchrony as belonging to potential members of the Settlement Class, and perform reverse lookups in an effort to identify persons entitled to notice and to determine their most recent e-mail addresses and/or direct mailing addresses, and update the addresses received through the National Change of Address database for the purpose of providing the Notice and later mailing Settlement Awards;
2. Provide the Notice, as described herein and approved by the Court;
3. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;
4. Establish and maintain the Settlement Website;
5. Establish and maintain an automated toll-free telephone line (which shall not have live operators) for persons in the Settlement Class to call with, and/or to leave questions or messages regarding, Settlement-related inquiries, and to answer the questions of persons who call with or otherwise communicate such inquiries (except that the Settlement Administrator shall not give, and shall not be expected to give, legal advice);

6. Process all Claim Forms and requests for exclusion from persons in the Settlement Class;

7. Provide weekly reports and a final report to Class Counsel and Synchrony's Counsel that summarize the number of requests for exclusion received that period, the total number of exclusion requests received to date and other pertinent information, including Claims information;

8. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that verifies that the Notice Program directed by the Court has been effectuated, confirms the number of valid Claims, and identifies each person in the Settlement Class who timely and properly requested exclusion from the Settlement Class; and

9. Facilitate and process the payment from the Settlement Fund of the following: (a) all Settlement Costs (including any award of attorneys' fees and costs to Class Counsel approved by the Court, and any service awards to Plaintiff approved by the Court); (b) all Settlement Awards to claiming Settlement Class Members; and (c) any Cy Pres Distribution.

E. Settlement Class Notice Program. The "Notice Program" will be comprised of Direct Notice, Publication/Media Notice and a detailed notice (the "Long-Form Notice") on the Settlement Website. Details of the Notice Program will be negotiated by the Parties and subject to Court approval. The Notices provided under or as part of the Notice Program will not bear or include the Synchrony logo or trademarks (except for the abbreviation "Synchrony"), the return address of Synchrony, or otherwise be styled so as to appear to originate from Synchrony. Nor will the Notices provided include any logos or trademarks of any other company for which Synchrony issues a co-branded card.

1. E-mail or Mail Notice. The Settlement Administrator will make reasonable efforts to provide individual direct notice to those persons identified as possible members of the Settlement Class based upon a list of telephone numbers to be compiled by Synchrony, through its consultant, by performing reverse lookups in an effort to identify persons in the Settlement Class and to determine their most recent e-mail addresses and/or direct mailing addresses. The

Settlement Administrator may rely on E-Mail Notice to notify persons identified as possible members in the Settlement Class; Mail Notice may also be used to provide notice. To the extent necessary, the Settlement Administrator will perform a search using the National Change of Address database and update its records prior to mailing. The E-mail, Mail and Publication/Media Notices shall direct recipients to the Settlement Website and the Long-Form Notice available on the Settlement Website (described in III.E.3). The E-Mail Notice shall employ technology (such as tracking, return-receipt or other code embedded within the e-mails or e-mail headers or metadata) to permit the Settlement Administrator to reasonably determine whether e-mails have been delivered and/or opened. The E-Mail Notice also shall have a hyperlink that Class Member recipients may click and be taken to a landing page on the Settlement Website. The Settlement Administrator shall use reasonable means to ensure that the E-Mail Notice is not blocked from delivery or diverted to junk e-mail folders by spam filters or similar technology.

2. Publication/Media Notice. The Settlement Administrator will distribute the Publication/Media Notice via Internet and written publication. The Publication/Media Notice shall refer Settlement Class Members to the Settlement Website and provide a toll-free number for obtaining a copy of the Claim Form and details regarding the Settlement.

3. Website Notice. The Settlement Administrator will establish and maintain a website, using a domain name selected by and agreed to by the Parties, dedicated to the Settlement (the “Settlement Website”), on which will be posted the E-mail Notice, the Mail Notice, the Long-Form Notice, and Claim Form (described in II.A.3), as well as other relevant documents relating to the Settlement. The Settlement Website shall also provide for online submission of Claim Forms. The Parties agree that the selected domain name shall not include the name “Synchrony Bank,” and shall not include the word “Synchrony” or any other language or symbol referring to any other company for which Synchrony issues co-branded cards. In addition, the domain name shall not bear or include Synchrony’s or any of its parents’, affiliates’ or subsidiaries’ logos or trademarks. The Parties agree that the Settlement Website shall not link to, or appear on, the website(s) of Synchrony and/or their parents, affiliates or subsidiaries.

4. CAFA Notice. Synchrony shall be responsible for timely compliance with all CAFA notice requirements.

F. Settlement Awards.

1. Awards. Each Settlement Class Member will be entitled to make one Claim upon the Settlement Fund, which will be payable as a cash award, as described below. Each Settlement Class Member who submits a valid Claim (subject to Section F.2. below) will be paid a Settlement Award, which shall be calculated by dividing the amount remaining in the Settlement Fund (after deducting all Settlement Costs) by the total number of valid Claims (subject to Section F.2. below).

2. Claims. Settlement awards shall be made to eligible Settlement Class Members who submit valid claims. To make a claim for a settlement award, Settlement Class Members must submit a valid and timely Claim Form, which shall include, subject to the Court's approval: (i) the Settlement Class Member's full name and address; (ii) the cellular telephone number at which the Settlement Class Member received a call from Synchrony, or on behalf of Synchrony; and (iii) a physically or electronically signed certification that (1) the Settlement Class Member was not a Synchrony customer at the time of the call(s) and, on or after October 16, 2020, (2) the Settlement Class Member received a call with an artificial or prerecorded voice by or on behalf of, or caused to be made by, Synchrony, to the Settlement Class Member's cellular telephone, (3) the Settlement Class Member did not provide the cellular telephone number to Synchrony or is not a person who had consented to receiving calls at that cellular telephone number, and (4) that the Settlement Class Member suffered injury as a result of receiving the unconsented-to call with an artificial or prerecorded voice. The Claim Forms may be submitted to the Settlement Administrator by mail or via the Settlement Website. Only one valid Claim Form will be honored per Settlement Class Member per cellular telephone number called, regardless of the number of calls the Settlement Class Member received. Synchrony shall have the right to review and research the submitted Claim Forms and to suggest denial of claims if Synchrony has a good faith belief that such claims are improper or fraudulent. Any suggestion of denial of claims

shall be provided to Plaintiff's counsel in writing, who will have the right to suggest otherwise. The Settlement Administrator shall ultimately decide whether a Claim Form is valid.

3. Obligations of Settlement Class Members Unaffected By Settlement. The Settlement shall not affect debts owed and/or contracts between Plaintiff or Settlement Class Members, on the one hand, and Synchrony, on the other. Plaintiff, all Settlement Class Members and Synchrony will remain fully obligated on any and all such debts and/or contracts.

G. Distribution of Settlement Awards.

1. Settlement Award Payments. Cash award payments shall be mailed by the Settlement Administrator within 45 days after the Effective Date, which will occur five days after the last of the following dates: (i) the entry of the Final Approval Order; and (ii) the final disposition of any related appeals, or, in the case of no appeal or review being filed, expiration of the applicable appellate period. The Settlement Administrator may mail, by first class mail, a check to each eligible Settlement Class Member who submitted a Claim Form. The Settlement Administrator will perform skip tracing and re-mailing, as necessary; all costs of such work will be considered Settlement Costs and deducted from the Settlement Fund. Checks will be valid for 120 days from the date on the check.

2. Remaining Money in the Settlement Fund and Redistribution to Certain Eligible Settlement Class Members. The amounts of any checks that remain uncashed more than 120 days after the date on the check will be redistributed on a *pro rata* basis to the eligible Settlement Class Members who cashed their first check, if, after administration, the redistribution is economically feasible in that it would allow for a distribution of \$5 each after deducting associated administration costs (the "Redistribution"). The Settlement Administrator shall continue to make subsequent redistributions to the extent any settlement checks remain uncashed 120 days after the date on the check mailed in connection with the Redistribution, until the Redistribution is no longer economically feasible. Once Redistribution is no longer economically feasible, the remaining amounts shall be distributed as part of the Cy Pres Distribution. No remaining funds shall revert to Synchrony or otherwise be paid to Synchrony.

3. Cy Pres Distribution. If there is any money remaining in the Settlement Fund after payment of the Settlement Costs (including costs of notice and claims administration), awards to Settlement Class Members and any Redistributions, such monies will be distributed to non-profit charitable organizations (the “Cy Pres Distribution”). The Cy Pres Distribution shall be made 60 days after completion of the distribution of settlement award payments or, if necessary, after all Redistributions have been exhausted, whichever is later. Plaintiff and Synchrony shall agree to up to four proposed recipients of the Cy Pres Distribution and the Parties shall submit a filing to the Court identifying such proposed recipients. The Cy Pres Distribution shall be made equally among the recipients designated by the Parties, subject to approval by the Court. If, for any reason, the Parties and/or the Court determine that one or more proposed recipients are not or are no longer appropriate recipients, the Parties shall agree on replacement recipient(s) of such monies, subject to approval by the Court.

H. Releases. As of the Effective Date, Plaintiff and the Settlement Class Members provide the following releases:

Upon entry of the Final Approval Order, Plaintiff and all Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns will be deemed to have fully released and forever discharged Synchrony (and all other companies for which Synchrony issues a co-branded card), and each and all of their present, former and future direct and indirect parent companies, affiliates, subsidiaries, successors, and/or predecessors in interest and all of the respective officers, directors, employees, attorneys, shareholders, and assigns of the aforementioned (together, the “Released Parties”), from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, with respect to any form of relief, including, without

limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or are related in any way to the actual or alleged use, or caused use, by Synchrony (or any of its agents, vendors or affiliates, making calls by, on behalf of or caused to be made by Synchrony) of an artificial or prerecorded voice (to the fullest extent that term is used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., relevant regulatory or administrative promulgations and case law) to have made, or caused to have made, from October 16, 2020 through the date of preliminary approval, in connection with the calls at issue in this matter to a cellular telephone number of a Settlement Class Member where the subject of the call was a Synchrony account that did not belong to the recipient of the call and where the recipient of the call did not provide Synchrony the telephone number to which it placed, or caused to be placed, the call, including, but not limited to, claims under or for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and the regulations promulgated thereunder and relevant case law, and all claims for violation of any other state or federal statutory or common law that regulates, governs, prohibits or restricts the use of an artificial or prerecorded voice (the “Released Claims”).

Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the

Settlement and the releases contained therein become effective. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code and Section 20-7-11 of the South Dakota Codified Laws, which are set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Cal. Civ. Code § 1542.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. S.D.C.L. § 20-7-11.

Plaintiff and the Settlement Class Members understand and acknowledge the significance of these waivers of Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Settlement Class Members acknowledge that they are aware that they may hereafter learn facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

I. Attorneys' Fees And Costs. Plaintiff shall move the Court for an award of attorneys' fees not to exceed 36% of the Settlement Fund, less notice and administration costs, and actual costs and expenses, all to be paid from the Settlement Fund. Class Counsel shall receive payment of the fees and costs awarded by the Court out of the Settlement Fund within 21 days after the Effective Date. Distribution of attorneys' fees and costs among Class Counsel shall be pursuant to separately negotiated agreement between and among Class Counsel, separate from the Settlement Agreement. Synchrony shall not take a position concerning the amount of or the division of attorneys' fees and costs among Class Counsel. Court approval of attorneys' fees and costs, or their amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

J. Service Awards. Plaintiff will apply to the Court for approval of a service award not to exceed \$10,000, to be paid out of the Fund, subject to Court approval. Such service award shall be paid at the time the attorneys' fees and costs payments to Class Counsel are due. Court approval of the service award, or its amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

K. Opt-Out Right/Termination.

1. Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at the address designated in the Class Notice no later than the Opt-Out and Objection Deadline. Subject to the Court's approval, exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; and (c) include the following statement or a statement materially similar to: "I request to be excluded from the settlement in the Lucas action." No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class. If a person in the Settlement Class

submits both an objection and an exclusion request, the person will be considered to have submitted an exclusion request (and not an objection).

2. Retention of Exclusions. The Settlement Administrator will retain a copy of all requests for exclusion and will, upon written request, provide copies of any such requests to counsel for the Parties. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

3. Excessive Opt-Outs. All Settlement Class Members will be bound by all determinations and judgments in the Action. In the event that the number of persons in the Settlement Class who validly and timely submit opt-out requests exceeds four hundred (400), Synchrony, in its sole discretion, may (but is not required to) terminate the Settlement. Synchrony shall inform Class Counsel within thirty (30) days after it is advised in writing that the number of valid opt-out requests is higher than four hundred as to whether it will exercise the right of termination. In the event that the Settlement is terminated pursuant to this provision, the Parties will be returned to the *status quo ante* as if no settlement had been negotiated or entered into, but Synchrony shall pay for all accrued notice and Claims administration costs as of the date of termination of the Settlement.

L. Objections To The Settlement.

1. Right To Object. Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys' fees and costs and/or a Service Award, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys' fees and costs and/or Service Award. Further, any Settlement Class Member who intends to appear at

the Final Approval Hearing must file and serve on all parties a Notice of Intention to Appear with the Court.

2. Objection Requirements. Subject to the Court's approval, to be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Court by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: Class Counsel – Aaron D. Radbil, Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, Florida 33431; and to Synchrony's Counsel – Julia B. Strickland, Stroock & Stroock & Lavan LLP, 2029 Century Park East, 18th Floor, Los Angeles, California 90067. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the cellular telephone number called; (b) include a statement of such Settlement Class Member's specific objections; (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider; and (d) if the Settlement Class Member is represented by an attorney, list all other cases in which the Settlement Class Member has filed an objection.

M. Final Approval. Following completion of the Class Notice process and within 30 days following expiration of the Opt-Out and Objection Period, Plaintiff shall request that the Court enter the Final Approval Order in the form attached hereto as Exhibit 7, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution for the Settlement Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the pending Action with prejudice, without costs to any party, except as provided in this Agreement, and subject to the

Court retaining continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of this Agreement.

N. Dismissal. Upon entry of the Final Approval Order, the Action shall be dismissed with prejudice as to Plaintiff and all non-excluded Settlement Class Members.

O. No Admissions. Synchrony expressly disclaims and denies any wrongdoing or liability whatsoever. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing by or liability of the Released Parties; (b) is or may be deemed to be or may be used in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal as an admission or evidence of any fault or omission of the Released Parties; (c) is or may be deemed a waiver of Synchrony's right to challenge class certification if this Settlement for any reason does not become final; or (d) is or may be deemed to be a waiver of Synchrony's right to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class.

P. No Publicity Beyond Notice Procedures. Class Counsel and/or Plaintiff will not issue press releases or initiate any public statements regarding the Settlement, with the exception of the Notices, and limited informational references on Class Counsels' websites to the Notices and related publicly available information regarding the Settlement. The Parties will make no statements of any kind to any third party regarding the Settlement prior to filing a motion for preliminary approval with the Court, with the exception of the Settlement Administrator. However, the Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement and Class Counsel will not be prohibited from communicating with any person in the Settlement Class regarding the Action or the Settlement. In all communications, the

Parties must comply with all confidentiality agreements in the Actions and not disclose information that is not a part of the public record.

Q. General Matters.

1. Settlement Conditioned Upon Approval. The Settlement is conditioned upon entry of the Preliminary Approval Order and Final Approval Order without material modification by the Court. In the event of failure to obtain any of the required provisions of such orders, including, but not limited to, the denial of any motion seeking preliminary or final approval, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into the Settlement and their existence shall be inadmissible to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Actions, to the propriety or impropriety of class certification, to the amount of damages (or to the lack thereof) or for any other purpose.

2. No Admission Of Liability. The Released Parties vigorously deny any and all liability and are settling solely to avoid the cost and inconvenience of litigation.

3. Evidentiary Preclusion. Neither the Settlement, the Memorandum of Understanding nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released claim, or of any wrongdoing or liability of the Released Parties; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be a waiver of Synchrony's rights to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class who opt out of the Settlement. In addition, neither the fact of, nor any documents relating to, Synchrony's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based

on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or any other defense or counterclaim.

4. Confidentiality. The terms of this Settlement, including the fact of the proposed Settlement, shall remain completely confidential until all documents are executed and a motion for preliminary approval of the Settlement is filed with the Court; provided, however, that the Parties may jointly report the pendency of the mediation and/or a settlement in principle to the Court in the Action, and as necessary to obtain proposals from settlement administrators. Synchrony may, at its sole discretion, disclose the terms of the Settlement to its auditors and tax advisors, and to other parties as may be reasonably necessary for tax, securities or legal compliance purposes, or otherwise to effectuate the Settlement. The protective order currently in effect governing confidential discovery materials will remain in effect currently and subsequent to entry of judgment, and all confidential materials will, promptly after the Effective Date, be returned to the producing party or destroyed.

5. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement, including without limitation the Memorandum of Understanding. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Agreement.

7. Authority. Plaintiff and Synchrony represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Synchrony to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely and he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

8. No Assignment. No Party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

9. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

10. Non-Signatory Released Parties Are Third-Party Beneficiaries. Each and every Released Party is, despite not signing this Agreement, a third-party beneficiary of this Agreement with full rights to enforce the Releases given hereunder.

11. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

12. Execution In Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Notices. All notices to counsel provided for herein shall be sent by e-mail with a hard copy sent by overnight mail to:

As to Plaintiff and the Settlement Class:

THE WEITZ FIRM, LLC
Max S. Morgan
max.morgan@theweitzfirm.com
1515 Market Street, #1100
Philadelphia, PA 19102

PARONICH LAW, P.C.
Anthony I. Paronich
anthony@paronichlaw.com
350 Lincoln Street, Suite 2400
Hingham, MA 02043

GREENWALD DAVIDSON RADBIL PLLC
Aaron D. Radbil
aradbil@gdrlawfirm.com
5550 Glades Road, Suite 500
Boca Raton, Florida 33431

As to Synchrony:

STROOCK & STROOCK & LAVAN LLP
Julia B. Strickland
jstrickland@stroock.com
Stephen J. Newman
snewman@stroock.com
2029 Century Park East, 18th Floor
Los Angeles, CA 90067-3086

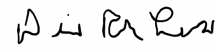
14. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

PLAINTIFF:

DocuSigned by:




C53EE98258BF42B...

Dianne Bear King Lucas

Dated: September 30, 2022

SYNCHRONY BANK:

By:  Jonathan Mothner (Sep 29, 2022 15:51 EDT)

Dated: September 29, 2022

Its: EVP, General Counsel & Secretary

**APPROVED AS TO FORM AND
CONTENT:**

CLASS COUNSEL

The Weitz Firm, LLC

DocuSigned by:

AAC7ECEA3DBF4F6...

By: Max S. Morgan

Dated: September 30, 2022

Paronich Law, P.C.

DocuSigned by:

BE8BD1DACF1B4A7...

By: Anthony I. Paronich

Dated: September 30, 2022

Greenwald Davidson Radbil PLLC

DocuSigned by:

971D70871D4E4E6...

By: Aaron D. Radbil

Dated: September 30, 2022

APPROVED AS TO FORM:

SYNCHRONY'S COUNSEL

Stroock & Stroock & Lavan LLP


By: Julia B. Strickland

Dated: September 30, 2022

EXHIBIT 1
CLAIM FORM

Carefully separate at perforation

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA

Lucas v. v. Synchrony Bank, No. 4:21-cv-00070-PPS-JEM (N.D. Ind.)

CLAIM FORM

[admin] ID: «[Admin] ID»
«First Name» «Last Name»
«Address1»
«City», «State» «Zip»

Name/Address Changes:

I received an artificial or prerecorded voice call on my cellular telephone from Synchrony Bank from October 16, 2020 through [the date of the preliminary approval order], where the subject of the call was a Synchrony account that did not belong to me, and I did not provide Synchrony my cellular telephone number. I was harmed by the call, and I wish to participate in this settlement.

Signature: _____ Date of signature: _____

Unique Claim ID or Telephone number which I received the call(s): _____

IF YOU MOVE, send your CHANGE OF ADDRESS to the Settlement Administrator at the address on the backside of this form.

To receive a payment you must enter all requested information above, sign, and mail this claim form, postmarked on or before [month] [day], 2023.

You may be able to submit a claim electronically at [website] by using the Claim ID on this postcard.

Bottom Inside

Postage

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

Lucas v. Synchrony Administrator
[address]
[city], [state] [zip code]

EXHIBIT 2

MAIL NOTICE

What is this lawsuit about? Diane Lucas filed a class action lawsuit against Synchrony Bank alleging that it violated the federal Telephone Consumer Protection Act (“TCPA”) by using an artificial or prerecorded voice in connection with calls it placed to cellular telephones without prior express consent. Synchrony denies the allegations and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties agreed to a settlement. The name of the lawsuit is *Lucas v. Synchrony Bank*, No. 4:21-cv-00070-PPS-JEM (N.D. Ind.)

Why did you receive this notice? You received this notice because Synchrony’s records identified you as a potential member of the following class: “All persons and entities throughout the United States (1) to whom Synchrony Bank placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) in connection with which Synchrony Bank or one of its agents or vendors used an artificial or prerecorded voice, (4) from October 16, 2020 through the date of the preliminary approval order, (5) where the subject of the call was a Synchrony Bank account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony Bank the telephone number to which it placed, or caused to be placed, the call.”

What does the settlement provide? Synchrony will establish a settlement fund of \$2.6 million to pay for (1) settlement compensation to claiming class members; (2) attorneys’ fees not to exceed thirty-six percent of the settlement fund, subject to the Court’s approval; (3) litigation costs and expenses incurred, subject to the Court’s approval; (4) costs of notice and administration; and (5) a service award to Ms. Lucas not to exceed \$10,000, subject to the Court’s approval. It is estimated that each valid claimant will receive between \$35 and \$140, depending on the number of class members who participate.

What are your legal rights and options? You have four options. First, if you received an artificial or prerecorded voice call on your cellular telephone from Synchrony from October 16, 2020 through [the date of the preliminary approval order], where the subject of the call was a Synchrony account that did not belong to you, and you did not provide Synchrony your cellular telephone number, you may timely complete and return the claim form found on the reverse of this postcard, or timely submit a claim online at [website]. Those who submit approved claims will receive a proportionate share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any related claim(s) against Synchrony and other released parties. Second, you may do nothing, in which case you will not receive a share of the settlement fund. Third, you may exclude yourself (“opt out”) from the settlement, in which case you will neither receive a share of the settlement fund, nor release any claim(s) you have against Synchrony or other released parties. Or fourth, if you are a class member you may object to the settlement. *If the settlement is approved, all class members who do not opt out (even those who do not submit claims) will release any claim(s) against Synchrony and other released parties.* To obtain additional information about your legal rights and options, or to access the class notice, motion for preliminary approval, motion for attorneys’ fees, and any other important documents in the case, visit [website], or contact the settlement administrator by writing to: *Lucas v. Synchrony* Settlement Administrator., c/o [administrator name and address] or by calling [number].

When is the final fairness hearing? The Court will hold a final fairness hearing on [month] [day], 2023, at [time]. The hearing will take place in the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400, Hammond, IN 46320. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing. You may have your own attorney represent you and appear in Court on your behalf, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

Front Inside

This is a notice of a settlement of class action lawsuits. This is not a notice of a lawsuit against you.

A Settlement Agreement has been reached in a class action lawsuit alleging that Synchrony Bank made artificial or prerecorded voice calls regarding a Synchrony account to people who did not own the account or did not provide Synchrony their telephone number.

A settlement fund of \$2,600,000.00 will be used to pay valid claims, attorneys’ fees, costs, any incentive award to the class representative, and settlement administration costs. You may be entitled to receive a share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all class members. Your legal rights may be affected whether you act or don’t act, so read this notice carefully.

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

Lucas Settlement Administrator

[address]
[city], [state] [zip]

Permit
Info here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID>>
<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

Front Outside

EXHIBIT 3

E-MAIL NOTICE

Claim ID: <<Claim8>>
 Pin Code: <<PinCode>>
 «FirstNAME» «LastNAME»

NOTICE REGARDING CLASS ACTION SETTLEMENT

This is not a notice of a lawsuit against you.

A settlement was reached in a class action lawsuit alleging that Synchrony Bank made artificial or prerecorded voice calls regarding a Synchrony account to people who did not own the account or did not provide Synchrony their number in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227. You have been identified as a potential class member. Your rights may be affected.

A settlement fund of \$2.6 million will be created to pay valid claims, attorneys’ fees, costs, any service award to the class representative, and the costs of notice and settlement administration. You may be entitled to receive a share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all class members. Your legal rights may be affected whether you act or do not act, so please read this notice carefully.

YOUR OPTIONS	
<p>Option 1: Submit a Claim Form</p> <p>Deadline: _____</p>	<p>Complete and submit a claim form and receive a share of the settlement fund.</p> <p>If you submit a valid claim form by [date], you will receive a share of the settlement fund after fees and expenses are deducted (estimated to be between \$35 and \$140, depending on the number of participating class members), and you will release claims you may have against Synchrony and other released parties. You may complete a claim form at [www.xyz.com].</p>
<p>Option 2: Ask to be Excluded (Opt Out)</p> <p>Deadline: _____</p>	<p>Get out of this lawsuit and get no benefits from it.</p> <p>If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any claims you may have against Synchrony and other released parties.</p>
<p>Option 3: Object to the Settlement</p> <p>Deadline: _____</p>	<p>Object to the terms of the settlement agreement.</p> <p>You may object to the terms of the settlement agreement and have your objections heard at the [date] final fairness hearing.</p>
<p>Option 4: Do Nothing</p>	<p>Do nothing.</p> <p>If you nothing, you will not receive a share of the settlement fund, but, if you are a class member, you will release any related claim(s) you have against Synchrony and other released parties.</p>

Your rights are explained in this email. Please read it carefully. You may go to [website] for more information or to submit a claim.

A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summarily explains your rights and options to participate in a class action settlement.

What is this lawsuit about? Diane Lucas filed a class action lawsuit against Synchrony alleging that it violated the TCPA by using an artificial or prerecorded voice in connection with calls it placed to cellular telephones without prior express consent. Synchrony denies the allegations and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties agreed to a settlement. The name of the lawsuit is: *Lucas v. Synchrony Bank*, No. 4:21-cv-00070-PPS-JEM (N.D. Ind.).

Why did you receive this notice? You received this notice because Synchrony's records identified you as a potential member of the following class: "All persons and entities throughout the United States (1) to whom Synchrony Bank placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) in connection with which Synchrony Bank or one of its agents or vendors used an artificial or prerecorded voice, (4) from October 16, 2020 through the date of the preliminary approval order, (5) where the subject of the call was a Synchrony Bank account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony Bank the telephone number to which it placed, or caused to be placed, the call."

What does the settlement provide? Synchrony will establish a settlement fund of \$2.6 million. Out of the settlement fund will be paid: (1) settlement compensation to participating class members; (2) an award of attorneys' fees not to exceed thirty-six percent of the settlement fund, subject to the Court's approval; (3) litigation costs and expenses incurred in litigating claims in this matter subject to the Court's approval; (4) costs of notice and administration; and (5) a service award to Ms. Lucas not to exceed \$10,000, subject to the Court's approval. It is estimated that each valid claimant will receive between \$35 and \$140, depending on the number of class members who participate.

What are your legal rights and options? You have four options.

First, if you received an artificial or prerecorded voice call on your cellular telephone from Synchrony from October 16, 2020 through [the date of the preliminary approval order], where the subject of the call was a Synchrony account that did not belong to you, and you did not provide Synchrony your cellular telephone number, you may timely submit a claim online at [website] in which case you will receive a proportionate share of the settlement fund after deducting the above-listed fees, costs, and expenses, and will release any related claim(s) you have against Synchrony and other released parties.

Second, you may do nothing, in which case you will not receive a share of the settlement fund, but, if you are a class member, you will release any related claim(s) you have against Synchrony and other released parties.

Third, you may exclude yourself from the settlement (opt out), in which case you will neither receive a share of the settlement fund, nor release any claim(s) you have against Synchrony or other released parties.

Fourth, if you are a class member you may object to the settlement.

If the settlement is approved by the Court, all class members who do not opt out before the opt-out deadline will release all claims against Synchrony and other released parties relating to calls placed to their cellular telephones.

To obtain additional information about your legal rights and options, or to access the class notice, motion for preliminary approval, motion for attorneys' fees, and any other important documents in the case, visit [website], or contact the settlement administrator by writing to: *Lucas v. Synchrony* Settlement Administrator., c/o [administrator name and address] or by calling [number].

When is the final fairness hearing? The Court will hold a final fairness hearing on [month] [day], 2023, at [time]. The hearing will take place in the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400. Hammond, IN 46320. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing. You may have your own attorney represent you and appear in Court on your behalf, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

EXHIBIT 4

PUBLICATION/MEDIA NOTICE

(To be prepared by Settlement Administrator based on approved notices and subject to approval by the Parties and the Court)

EXHIBIT 5
WEBSITE NOTICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
CIVIL ACTION NO.: 4:21-cv-00070-PPS-JEM

<hr/>	
Diane Lucas, <i>on behalf of herself</i>)
<i>and all others similarly situated,</i>)
)
Plaintiff,)
)
v.)
)
Synchrony Bank,)
)
Defendant.)

WEBSITE NOTICE

This is a notice of a settlement of a class action lawsuit.

If you received an artificial or prerecorded voice call on your cellular telephone from Synchrony Bank (“Synchrony”) from October 16, 2020 through [the date of the preliminary approval order], where the subject of the call was a Synchrony account that did not belong to you, and you did not provide Synchrony your cellular telephone number, you may be entitled to compensation as a result of the settlement in the class action lawsuits captioned:

Lucas v. Synchrony Bank, No. 4:21-cv-00070-PPS-JEM (N.D. Ind.),

A federal court authorized this notice.

This is not a solicitation from a lawyer.

Please read this notice carefully.

It explains your rights and options to participate in a class action settlement.

- Diane Lucas sued Synchrony alleging that it placed artificial or prerecorded voice calls to cellular telephone numbers in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227. Synchrony denies the allegations against it, and denies that it violated the TCPA.
- A settlement will result in a \$2.6 million fund to fully settle and release claims of persons (1) to whom Synchrony placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) by using an artificial or prerecorded voice, (4) from October 16, 2020

through [the date of the preliminary approval order], (5) where the subject of the call was a Synchrony account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony the telephone number to which it placed, or caused to be placed, the call.

- The settlement fund will be used to pay settlement amounts to class members who elect to participate, after deducting the costs of settlement notice and administration, attorneys’ fees, costs, and expenses, and a service award to Ms. Lucas.
- Your legal rights are affected, and you now have a choice to make:

YOUR OPTIONS	
<p>Option 1: Submit a Claim Form</p> <p>Deadline: _____</p>	<p>Complete and submit a claim form and receive a share of the settlement fund.</p> <p>If you submit a valid claim form by [date], you will receive a share of the settlement fund after fees and expenses are deducted (estimated to be between \$35 and \$140, depending on the number of participating class members), and you will release claims you may have against Synchrony and other released parties. You may complete a claim form at [website].</p>
<p>Option 2: Ask to be Excluded (Opt Out)</p> <p>Deadline: _____</p>	<p>Get out of this lawsuit and get no benefits from it.</p> <p>If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any claims you may have against Synchrony and other released parties.</p>
<p>Option 3: Object to the Settlement</p> <p>Deadline: _____</p>	<p>Object to the terms of the settlement agreement.</p> <p>You may object to the terms of the settlement agreement and have your objections heard at the [date] final fairness hearing.</p>
<p>Option 4: Do Nothing</p>	<p>Do nothing.</p> <p>If you do nothing, you will not receive a share of the settlement fund, but, if you are a class member, you will release any claim(s) you have against Synchrony and other released parties.</p>

Why is this notice available?

This is a notice of a proposed settlement in a class action lawsuit. The settlement would resolve the lawsuit Ms. Lucas filed against Synchrony. Please read this notice carefully. It explains

the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement award, excluding yourself from the settlement, or objecting to the settlement.

What is the lawsuit about?

Ms. Lucas filed a class action lawsuit against Synchrony alleging that it violated the TCPA by using an artificial or prerecorded voice in connection with calls it placed to cellular telephones without prior express consent. Synchrony denies the allegations, and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties have agreed to a settlement.

Why is this a class action?

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or “class members.” The Court accordingly resolves claims for all class members, except for those who exclude themselves from the class.

Why is there a settlement?

Ms. Lucas, on the one hand, and Synchrony, on the other, agreed to settle the lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. The proposed settlement was reached after Ms. Lucas and Synchrony attended a mediation. Under the settlement, participating class members will obtain a payment in settlement of the claims Ms. Lucas raised in the lawsuit. Ms. Lucas, and her attorneys, think the settlement is fair and reasonable.

How do you know if your claims are included in the settlement?

This settlement resolves claims on behalf of the following class:

All persons and entities throughout the United States (1) to whom Synchrony Bank placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) in connection with which Synchrony Bank or one of its agents or vendors used an artificial or prerecorded voice, (4) from October 16, 2020 through the date of the preliminary approval order, (5) where the subject of the call was a Synchrony Bank account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony Bank the telephone number to which it placed, or caused to be placed, the call.

What does the settlement provide?

Synchrony will establish a settlement fund in the amount of \$2.6 million to compensate members of the class. Out of the settlement fund will be paid:

- a. Settlement compensation to class members who submit timely, valid claims;
- b. Notice and administration costs;
- c. An award of attorneys' fees not to exceed thirty-six percent of the settlement fund, subject to the Court's approval;
- d. Costs and expenses incurred litigating the claims in this matter, subject to the Court's approval; and
- e. A service award to Ms. Lucas not to exceed \$10,000, subject to the Court's approval.

Each class member who submits a timely and valid claim form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the \$2.6 million settlement fund as it exists after deducting:

- a. Notice and administration costs;
 - b. An award of attorneys' fees;
 - c. Costs and expenses incurred in litigating the claims in this matter;
- and
- d. A service award to Ms. Lucas.

It is estimated that each participating class member will receive between \$35 and \$140. The actual amount each participating class member will receive may be more or less depending on the number of class members who submit timely, valid claims.

How can you get a payment?

You must mail a valid claim form to the *Lucas v. Synchrony Bank* Settlement Administrator, [address], [city], [state] [zip code] postmarked by [month] [day], 2022. Or you must submit a valid claim through [website] by [month] [day], 2022.

When will you be paid?

If the Court grants final approval of the settlement, settlement checks will be mailed to class members who timely mailed or submitted valid claim forms after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

What rights are you giving up in this settlement?

If you fall within the class, you will give up your right to sue or continue a lawsuit against Synchrony and other released parties over the released claims, unless you exclude yourself from the settlement (opt out) by following the instructions set out in this notice before the opt-out deadline. Giving up your legal claims is called a release. Unless you formally opt out from the settlement, you will release claims against Synchrony and other released parties.

For more information on the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement on the settlement website, [website], or from the Clerk of the United States District Court for the Northern District of Indiana.

How can you exclude yourself from the settlement (opt out)?

You may exclude yourself (opt out) from the settlement, in which case you will not receive a payment, and you will not release your claims against Synchrony and other released parties. If you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the claims administrator at the following address, postmarked by [month] [day], 2022:

Lucas v. Synchrony Bank Settlement Administrator
ATTN: EXCLUSION REQUEST
[address]
[city], [state] [zip code]

You must include in your request for exclusion your:

- a. Full name;
- b. Address;
- c. Telephone number called by Synchrony demonstrating that you are a member of the class; and
- d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as “I request to be excluded from the settlement in the *Lucas v. Synchrony Bank* action.”

You must sign the request personally.

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

The Court will hold a final fairness hearing on [month] [day], 2023, at [time]. The hearing will take place in the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400, Hammond, IN 46320. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the

settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

The date of the final fairness hearing may change without further notice. Class members should check this settlement website, [website], or the Court's Public Access to Court Electronic Records (PACER) system to confirm that the date has not changed.

Do you have to attend the hearing?

No, there is no requirement that you attend the hearing. However, you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the class because the settlement no longer affects your legal rights.

What if you want to object to the settlement?

If you do not exclude yourself from the settlement, you can object to the settlement, or any part of it, if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of objection, postmarked by [month] [day], 2022, to the Court and counsel for the parties at the following addresses:

Court

United States Courthouse
5400 Federal Plaza, Suite 4400
Hammond, IN 46320

Class Counsel

Aaron D. Radbil
Michael L. Greenwald
Greenwald Davidson Radbil PLLC
5550 Glades Road
Suite 500
Boca Raton, Florida 33431

Synchrony's Counsel

Stephen J. Newman
Stroock & Stroock & Lavan LLP
2029 Century Park East
18th Floor
Los Angeles, California 90067

You must include in your objection your:

- a. Full name;
- b. Address;

- c. Documents establishing, or provide information sufficient to allow the parties to confirm, that you are a class member, including providing the cellular telephone number called;
- d. A statement of your specific objections;
- e. The grounds for your objection, as well as the identity of any documents you would like the court to consider; and
- f. The name of your attorney, if you are represented by one.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

By when must you enter an appearance?

Any class member who objects to the settlement and wishes to enter an appearance must do so by [date], 2022. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon class counsel and Synchrony's attorneys, at the addresses set forth below.

What if you do nothing?

If you are a member of the class, you do nothing, and the Court approves the settlement agreement, you will not receive a share of the settlement fund, but you will release any related claims you have against Synchrony and other released parties. Unless you exclude yourself from the settlement, you will not be able to sue or continue a lawsuit against Synchrony and other released parties over the released claims.

What will happen if the Court does not approve the settlement?

If the Court does not finally approve the settlement, or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits from this settlement and the lawsuit will continue.

Who are Ms. Lucas's attorneys?

Ms. Lucas's attorneys are:

THE WEITZ FIRM, LLC
Max S. Morgan
max.morgan@theweitzfirm.com
1515 Market Street, #1100
Philadelphia, PA 19102

PARONICH LAW, P.C.
Anthony I. Paronich
anthony@paronichlaw.com
350 Lincoln Street, Suite 2400
Hingham, MA 02043

GREENWARD DAVIDSON RADBIL PLLC
Aaron D. Radbil
Michael L. Greenwald
aradbil@gdrllawfirm.com
mgreenwald@gdrllawfirm.com
5550 Glades Road, Suite 500
Boca Raton, FL 33431

The Court has appointed Ms. Lucas's attorneys to act as class counsel. You do not have to pay class counsel. You may have your own attorney represent you and appear in Court on your behalf, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

Who are Synchrony's attorneys?

Synchrony's attorneys are:

Julia B. Strickland
Stephen J. Newman
Stroock & Stroock & Lavan LLP
2029 Century Park East, 18th Floor
Los Angeles, CA 90067

Before what Court is this matter pending?

This matter is pending in the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400, Hammond, IN 46320.

Where can you get additional information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [website], by contacting class counsel, by accessing the Court docket in this case, for a fee, through the Court's PACER system, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400, Hammond, IN 46320, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Or, to obtain additional information about this matter, please contact:

Lucas v. Synchrony Bank Administrator
[address]
Telephone: [number]

Please do not call the Judge about this case. The Judge will not be able to give you advice about this case. Furthermore, neither Synchrony nor Synchrony's attorneys represent you, and they cannot give you legal advice.

EXHIBIT 6

PRELIMINARY APPROVAL ORDER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION AT LAFAYETTE

DIANNE BEAR KING LUCAS, on behalf of)	CAUSE NO. 4:21-cv-00070-PPS-JEM
herself and all others similarly situated,)	
)	
Plaintiff,)	
)	Judge Philip P. Simon
vs.)	Magistrate Judge John E Martin
)	
SYNCHRONY BANK,)	
)	
Defendant.)	

**[PROPOSED] ORDER CONDITIONALLY CERTIFYING CLASS
AND PRELIMINARILY APPROVING SETTLEMENT**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval (the “Motion”) of the proposed class action settlement (the “Settlement”) of the above-captioned case. Based on this Court’s review of the Motion, the Parties’ Settlement Agreement and Release [DE __] (the “Agreement”), all other matters in the record and the supporting memorandum of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Settlement Class with respect to the matters ordered herein.
3. Scope of Settlement. The Agreement resolves all released claims alleged in the Action and related thereto, as set forth in greater detail in the Agreement.
4. Preliminary Approval of Proposed Agreement. Pursuant to Rule 23(e)(1)(B), the Court has reviewed the Settlement as set forth in the Agreement and finds that the Court will likely be able to approve the Settlement pursuant to the standards set forth in Rule 23(e)(2) and

will likely be able to certify the class for purposes of a judgment on the Settlement because: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) with respect to the forms of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration (Exs. 2, 3, 4, 5 to the Agreement), that notice is appropriate and warranted, meets the requirements of Rule 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons and entities entitled to the notice.

5. Therefore, the Court grants preliminary approval of the Settlement, and directs notice to be given as set forth herein

6. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711-1715, Defendant, through a settlement administrator, will cause to be served written notice of the proposed class settlement on the United States Attorney General and the Attorneys General of each state in which any member of the Settlement Class resides.

7. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class: "All persons and entities throughout the United States (1) to whom Synchrony Bank placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) in connection with which Synchrony Bank or one of its agents or vendors used an artificial or prerecorded voice, (4) from October 16, 2020 through [the date of this order] (5) where the subject of the call was a Synchrony Bank account that did not belong to the recipient

of the call, and (6) where the recipient of the call did not provide Synchrony Bank the telephone number to which it placed, or caused to be placed, the call.” Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

8. In connection with this conditional certification, the Court makes the following preliminary findings:

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) Plaintiff’s claims appear to be typical of the claims being resolved through the Settlement;

(d) Plaintiff appears to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Agreement is fair, reasonable and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of the Settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

9. Class Representative. The Court appoints Plaintiff to act as class representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

10. Class Counsel. The Court hereby appoints The Weitz Firm, LLC, Paronich Law, P.C. and Greenwald Davidson Radbil PLLC as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

11. Settlement Administrator. KCC Class Action Services LLC is hereby appointed as the Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator as set forth in the Agreement and this Order.

12. Class Notice. The Court approves the proposed plan for giving notice to the Settlement Class directly (using e-mail and post cards) and through a publication/media program and establishment of a Settlement Website, as more fully described in Plaintiff's Motion and the Agreement ("Notice Plan"). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitutes the best notice practicable under the circumstances. The Court additionally finds that the proposed notices are clearly designed to advise the members of the Settlement Class of their rights. The Court hereby directs the Parties and the Settlement Administrator to cause notice to issue on or before _____, 2022 ("Notice Deadline") and in accordance with the terms of the Settlement Agreement. Notwithstanding anything else in the Notice Plan, the Settlement Website shall be established not later than 45 days after entry of this Preliminary Approval Order.

13. The Settlement Administrator will file with the Court by no later than _____, _____, 2022, proof that notice was provided in accordance with the Agreement and this Order.

14. Final Approval Hearing. At _____:_____ AM on _____, _____, 2022, at the United States Courthouse, 5400 Federal Plaza, Hammond, Indiana, or at such other

date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied in the Agreement should be granted, and (b) Class Counsel's application for attorneys' fees and expenses, and service awards to Plaintiff, should be granted, and in what amount. No later than thirty (30) days after the Notice Deadline, Plaintiff must file papers in support of Class Counsel's application for attorneys' fees and expenses and the service awards to Plaintiff. No later than fourteen (14) days prior to the Final Approval Hearing, papers in support of final approval of the Settlement and response to any written objections must be filed.

15. Opt-Out and Objection Deadline. Persons in the Settlement Class who wish to either object to the Settlement or request exclusion from the Settlement Class must do so by _____, 202___. Persons in the Settlement Class may not both object and opt-out. If a person both requests to opt-out and objects, the request to opt-out will control. However, if a class member objects and, after the objection is resolved, seeks to opt-out, the Court may permit withdrawal in the exercise of its discretion.

16. Exclusion from the Settlement Class. To request exclusion from the Settlement Class, a person in the Settlement Class must follow the directions in the Class Notice and send a compliant request to the Settlement Administrator at the address designated in the Class Notice by the Opt-Out and Objection Deadline. Exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; and (c) include the following statement, or a statement materially similar to: "I request to be excluded from the settlement in the Lucas action." No request for exclusion will be valid unless all of the foregoing information

is included or the Court finds the exclusion to be valid in the exercise of its discretion for good cause shown. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

17. The Settlement Administrator will retain a copy of all requests for exclusion. Not later than _____, 202__, 14 days prior to the Final Fairness Hearing, the Settlement Administrator will file under seal with the Court a declaration that lists all of the exclusion requests received.

18. If a timely and valid exclusion request is made by a person in the Settlement Class, then the Agreement and any determinations and judgments concerning the Settlement will not bind the excluded person.

19. All non-excluded Settlement Class Members will be bound by all determinations and judgments concerning the Settlement.

20. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions below and in the Class Notice and either file a written objection with the Court (sending a copy to counsel as set forth below), deliver such objection to Class Counsel for Class Counsel to file with the Court, or submit such objection via the Settlement Website by the Opt-Out and Objection Deadline. Delivery to counsel may be accomplished either by mail or email to each of the following, postmarked or sent no later than the last day to file the objection: Class Counsel – Aaron D. Radbil, Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, Florida, 33431, aradbil@gdrllawfirm.com; and to Synchrony’s Counsel – Julia B. Strickland, Stroock & Stroock & Lavan LLP, 2029 Century Park East, 18th Floor, Los Angeles, California 90067, lalacalendar@stroock.com. An objection can be submitted

on the Settlement Website at _____ . An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing the cellular telephone number called; (b) include a statement of such Settlement Class Member's specific objections; and (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider. The Court may, in its discretion, not consider an objection unless the objection includes all of the foregoing information. For all timely objections delivered to Class Counsel, but not filed with the Court, Class Counsel is responsible for filing such objections with the Court prior to the Opt-Out and Objection Deadline or as soon as practicable after that deadline for objections received on the final day of the period for objections.

21. Unless otherwise permitted by the Court in its discretion for good cause shown, any Settlement Class Member who fails to comply with Paragraph 20 will not be permitted to object to the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement by appeal or other means, will be deemed to have waived his, her or its objections, and will be forever barred from making any objections in the Actions or any other related action or proceeding. All Settlement Class Members will be bound by all determinations and judgments in the Actions, whether favorable or unfavorable to the Settlement Class.

22. For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address, telephone number and last name except first letter of last name in order to protect the objector's privacy. The objector's first name and city, state and zip code, as well as the objection, will not be redacted.

23. All Settlement Class Members who wish to receive a Settlement Award must submit a claim not later than _____, _____, 202__, which is 75 calendar days after

the Notice Deadline, in the manner set forth in the Settlement Agreement and the Notice Program.

24. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Actions are stayed.

25. Pending the final determination of whether the Settlement should be approved, Plaintiff and all persons in the Settlement Class are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral or other forum, against any of the Released Parties. Such injunction will remain in force until the Court enters the Final Approval Order or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any person in the Settlement Class, or any person actually or purportedly acting on behalf of any such person (s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to any person who requests exclusion from the Settlement.

26. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Actions will return to the status quo as it existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Actions or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the

Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Synchrony or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Actions or in any other proceeding.

27. In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason, any money remaining in the Settlement Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with the Agreement, shall be returned to Synchrony within fifteen (15) calendar days of the event that causes the Agreement to not become effective.

28. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by Synchrony, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Actions or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of the Agreement, this Order and the Final Approval Order.

29. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class.

30. Schedule of Future Events. Accordingly, the following are the deadlines by which certain events must occur:

Date	Deadline
[45 days after the date of this order]	Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline)
[30 days after Notice Deadline]	Deadline for filing of Plaintiff’s Motion for Attorneys’ Fees and Costs and Service Awards
[60 days after Notice Deadline]	Deadline to file objections or submit requests for exclusion (Opt-Out and Objection Deadline)
[75 days after Notice Deadline]	Deadline for Settlement Class Members to Submit a Claim Form (Claim Deadline)
[14 days before Final Approval Hearing]	Deadline for Parties to file the following: (1) List of persons who made timely and proper requests for exclusion (under seal); and (2) Motion and memorandum in support of final approval, including responses to any objections.
[No earlier than 30 days after the Opt-Out and Objection deadline]	Final Approval Hearing

SO ORDERED.

Dated this ____ day of _____ 202__

 Hon. Philip P. Simon
 United States District Court

EXHIBIT 7

FINAL APPROVAL ORDER

3. The “Settlement Class” means: “All persons and entities throughout the United States (1) to whom Synchrony Bank placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) in connection with which Synchrony Bank or one of its agents or vendors used an artificial or prerecorded voice, (4) from October 16, 2020 through [date], (5) where the subject of the call was a Synchrony Bank account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony Bank the telephone number to which it placed, or caused to be placed, the call.” Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

4. The Court has received and considered ___ objections to the settlement. All objections (including those filed untimely) have been considered on their merits and for good cause all objections are overruled.

5. The Agreement is the product of arm’s-length settlement negotiations between the Plaintiff and Class Counsel, on the one hand, and Synchrony and Synchrony’s Counsel, on the other hand.

6. Class Notice was disseminated to members of the Settlement Class either through counsel or through the Settlement Administrator in accordance with the terms set forth in the Agreement and this Court’s Preliminary Approval Order [DE ___].

7. The Notice Program and claims submission procedures fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, and constitute the best notice practicable under the circumstances. The Notice Program provided individual notice to all members of the Settlement Class who could be identified through reasonable effort and supports the Court’s exercise of jurisdiction over the Settlement Class as

contemplated in the Settlement and this Order.

8. This notice provided by Synchrony pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

9. The Settlement's terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and directs its consummation pursuant to its terms and conditions. The Plaintiff, in her role as Class Representatives, and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement. Accordingly the Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. The Parties and Settlement Class Members who were not excluded from the Settlement Class are bound by the terms and conditions of the Agreement.

10. The Court approves Class Counsel's application for attorneys' fees of \$_____ (representing __% of the \$2,600,000.00 Settlement Fund), which the Court finds to be fair and reasonable under the particular circumstances in this case. Additionally, Class Counsel is hereby awarded \$_____ in costs of litigation. The award of attorneys' fees and litigation costs are to be paid from the Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

11. The Court finds the payment of service award in the amount of \$_____ to the Settlement Class Representative is fair and reasonable. Accordingly, the Settlement Class Representative is hereby awarded \$_____, such amount to be paid from the Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

12. The Settlement Class described in paragraph 3 above is hereby finally

certified, solely for purposes of effectuating the Settlement and this Order and Final Judgment.

13. The requirements of Rule 23(a) and (b)(3) have been satisfied for settlement purposes, for the reasons set forth herein. The Settlement Class is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the class; the claims of the Class Representative is typical of the claims of the Settlement Class; the Class Representative will fairly and adequately protect the interests of the class; the questions of law or fact common to class members predominate over any questions affecting only individual members; and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy between the Settlement Class Members and Synchrony.

14. This Court hereby dismisses, with prejudice, without costs to any party, except as expressly provided for in the Agreement, all of the Actions.

15. The Claims Administrator is directed to distribute the consideration to the Settlement Class pursuant to the terms of the Agreement.

16. Plaintiff and each and every one of the non-excluded Settlement Class Members unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims as provided for in the Agreement. In addition, any rights of the Settlement Class Representative and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code (and any other similar, comparable, or equivalent laws) are hereby terminated.

17. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining,

prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Final Judgment and Order of Dismissal, and this Court's authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. However, Settlement Class members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement.

18. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Synchrony, or of the truth of any of the claims asserted by Plaintiff.

19. In the event that any provision of the Settlement or this Final Judgment and Order of Dismissal is asserted by Synchrony as a defense in whole or in part to any Claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert,

by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Agreement, this Order and this Court's authority to effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

20. By incorporating the Agreement and its terms herein, the Court determines that this Final Judgment complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

21. Finding that there is no just reason for delay, the Court orders that this Final Judgment and Order of Dismissal shall constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Court orders that, upon the Effective Date, the Settlement shall be the exclusive remedy for any and all Released Claims or Plaintiff and each and every Settlement Class Member. The Clerk of the Court is directed to enter this Order on the docket forthwith.

22. If an appeal, writ proceeding or other challenge is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement.

23. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement.

24. The Court retains jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Agreement and the Settlement, which includes, without limitation, the Court's power pursuant

to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law, to enforce the above-described bar on and injunction against prosecution of any and all Released Claims.

SO ORDERED.

Dated this ____ day of _____ 202__

Hon. Philip P. Simon
United States District Court