

APPENDIX A

AGREEMENT TO SETTLE CLAIMS

This is an agreement to settle all claims raised by Plaintiff Ashley Hall ("Plaintiff"), on behalf of herself and (i) a putative Nationwide Class, as further defined below ("Nationwide Class") and (ii) a putative Washington State Subclass, as further defined below ("the Subclass") (collectively, the "Class Members"), against Defendants Rapid Investments, LLC d/b/a Rapid Financial Solutions d/b/a Release Pay ("Rapid") and Axiom Bank ("Axiom") in the matter of *Hall v. Rapid Investments, LLC, et al.*, No. 3:25-cv-05039-BHS in the United States District Court for the Western District of Washington. The Plaintiff, the Nationwide Class, the Subclass, Rapid, and Axiom, are jointly referred to as the "Parties." This agreement is hereinafter referred to as the "Agreement" and it shall be effective on the Effective Date, as defined below.

RECITALS

1. The Action was filed on January 16, 2025, against Rapid and Axiom by Ashley Hall. The claims raised by Plaintiff, the Nationwide Class, and the Subclass arise from prepaid debit release cards received by them to return money held by detention facilities on their behalf. These cards are generally referred to as "release cards." Plaintiff, the Nationwide Class, and the Subclass contend that they were required to accept release cards for disbursement of their individual inmate trust account balances upon their release from a detention facility, which they contend violated federal and state law. Plaintiff and the Nationwide Class contend that the release cards violate the federal Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.* Plaintiff and the Subclass contend that Rapid and Axiom should pay damages under the Washington Consumer Protection Act and for conversion and unjust enrichment claims, arising from their role in providing Washington facilities with release cards to disburse balances of inmate trust accounts.

2. Rapid and Axiom deny that they were involved in any wrongdoing and contend that they are not liable to Plaintiff, the Nationwide Class, or the Subclass under any claim or theory under federal or state law.

3. Plaintiff, Rapid, and Axiom attended a mediation on December 3, 2025, with the assistance of mediator Louis Peterson. The matter did not settle on that date. The Parties participated in a second mediation session with Louis Peterson on February 12, 2026, which also did not result in an agreement. Subsequent discussions between the parties, however, were productive and resulted in this Agreement.

4. Rapid and Axiom have entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Action, and to avoid the burden, risk, uncertainty, expense, and disruption to their respective business operations associated with further litigation. Rapid

and Axiom do not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaim and deny any fault or liability and/or any charges of wrongdoing that have been or could have been asserted in the Action. Rapid and Axiom nevertheless believe that this Settlement, as defined below, is in each of their best interests and in the best interests of all of the Class Members. Nothing contained in this Agreement shall be used or construed as an admission of liability or wrongdoing and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

5. Plaintiff has entered into this Agreement to recover on the claims asserted in the Action, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged in the Action lack merit or are subject to any defenses. Plaintiff agrees that the Settlement is in the best interests of all Class Members.

6. This Agreement is made under the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the Parties agree as follows:

1. Definitions.

- 1.1 “Action” means: *Hall v. Rapid Investments, LLC, et al.*, No. 3:25-cv-05039-BHS, a putative class action pending in the United States District Court for the Western District of Washington.
- 1.2 “Agreement” means: the terms and conditions contained in this agreement among the Parties upon the date it is executed by all Parties.
- 1.3 “Case Contribution Award” means: any monetary amount awarded by the Court in recognition of the Plaintiff’s assistance in the prosecution of this Action.
- 1.4 “Class Counsel” means: Sirianni Youtz Spoonemore Hamburger, PLLC.
- 1.5 “Class Member(s)” means: any member(s) of the Nationwide Class or the Subclass.
- 1.6 “Court” means: the United States District Court for the Western District of Washington.
- 1.7 “Defense Counsel” means: Bryan Cave Leighton Paisner LLP.

- 1.8 *"Effective Date"* means the later of: (a) the date the Final Approval Order and Judgment become final because the time to appeal has expired with no appeal filed; or (b) if an appeal is filed, the date the Final Approval Order and Judgment are affirmed or the appeal is dismissed and no further review is available; provided that the CAFA waiting period has expired.
- 1.9 *"Inactivity Fee"* means: a fee charged to a releasee after no activity has occurred on a release card.
- 1.10 *"Nationwide Class"* means: a national settlement class to be certified in the Action as: "All persons in the United States who were: (1) taken into custody at a jail, correctional facility, detention center, or any other law enforcement facility, (2) entitled to the return of money either confiscated from them or remaining in their inmate accounts when they were released from the facility, and (3) issued a prepaid debit card by Rapid Financial Solutions, LLC and/or Axiom Bank between January 16, 2024 and June 30, 2026, inclusive."
- 1.11 *"Notice"* means: the form of notice to be provided to the Nationwide Class and the Subclass after preliminary approval of this Agreement by the Court.
- 1.12 *"Object"* means: to timely object to the Settlement pursuant to Fed. R. Civ. P. 23(e)(5).
- 1.13 *"Opt-Out"* means: to timely request exclusion from the Settlement pursuant to Fed. R. Civ. P. 23(e)(4).
- 1.14 *"Parties"* means: Plaintiff, the Nationwide Class, the Subclass, Rapid, and Axiom.
- 1.15 *"Plaintiff"* means: Ashley Hall.
- 1.16 *"Qualified Settlement Fund"* means: the trust into which the Settlement Amount shall be deposited and which shall be administered in accordance with Section 8 of this Agreement.
- 1.17 *"Defendant Releasees"* means: (1) Rapid, and all of its past, present and future predecessors, successors, parents, subsidiaries, fiduciaries, trustees, recordkeepers, partners, administrators, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers, reinsurers, agents, and all third parties with whom Rapid contracted to provide release card services including Axiom Bank N.A.; and (2) Axiom, and all of its past, present and future predecessors, successors, parents, subsidiaries, fiduciaries, trustees, recordkeepers, partners, administrators, divisions, employees, affiliates, assigns, officers, directors,

shareholders, representatives, attorneys, insurers, reinsurers, and agents.

- 1.18 “*Releasers*” means: Plaintiff, on behalf of herself and her respective successors, assigns, devisees, heirs, and legatees of her claims in the Action, and agents, and each of the Class Members, including their respective successors, assigns, devisees, heirs, and legatees of their claims in the Action, and agents.
- 1.19 “*Settlement*” means the terms and conditions of settlement as described in this Agreement.
- 1.20 “*Settlement Administrator*” means: Class Counsel and/or an entity selected by Class Counsel, and approved by the Court, to administer the Settlement pursuant to this Agreement and orders of the Court.
- 1.21 “*Settlement Amount*” means: \$4,200,000 to be paid by Rapid and Axiom under the terms of this Agreement.
- 1.22 “*Subclass*” means: a state settlement class to be certified in the Action as: “All persons who were: (1) taken into custody at a jail, correctional facility, detention center, or any other law enforcement facility located in the state of Washington, (2) entitled to the return of money either confiscated from them or remaining in their inmate accounts when they were released from the facility, and (3) issued a prepaid debit card by Rapid Financial Solutions and/or Axiom between January 16, 2024 and June 30, 2026, inclusive.”

2. *Conditions to Effectiveness of the Settlement.*

- 2.1 *Effective Date of Agreement.* This Agreement is effective when all conditions in Sections 2.2 through 2.7 are satisfied or waived.
- 2.2 *Court Approval.* The Settlement contemplated under this Agreement shall be subject to approval by the Court as provided in this Agreement. The Parties agree jointly to recommend to the Court that it approve the terms of the Agreement and the Settlement contemplated hereunder. The Parties agree to promptly take all steps and efforts contemplated by the Agreement, including facilitating or completing the following:
 - 2.2.1 *Certification of Nationwide Class and Subclass.* The Court shall have certified the Nationwide Class and Subclass for settlement purposes only. Class Counsel shall make a motion for certification of the Nationwide Class and Subclass under Federal Rule of Civil Procedure 23(b)(3) as part of the motions to approve this Agreement. In agreeing to the certification of

these classes for settlement purposes, Defendants do not admit that the Named Plaintiff could have met the requirements for class certification for this particular class under Rule 23 in the normal course of the litigation.

2.2.2 *Motion for Preliminary Approval and Notices.* An order issued by the Court granting the Parties' joint motion for preliminary approval of the Settlement that (1) preliminarily approves the Settlement as being fair and reasonable to the Plaintiff, the Nationwide Class, and the Subclass, (2) establishes the procedures and a date for a hearing for final approval of the Settlement ("Final Approval Hearing"), and (3) approves the form and methods of providing notice to members of the Nationwide Class and Subclass that describes: (a) the terms and conditions of the Settlement, (b) how Class Members may Object to the Settlement, and (c) how Class Members may Opt-Out of the Settlement and not be bound by this Agreement.

2.3 *Nationwide Class and Subclass Notice.*

2.3.1 *Mailed Notice.* Within 10 days of an Order preliminarily approving the Agreement (or in any different manner set forth by the Court in its Preliminary Approval Order), Defendants shall provide the information otherwise reasonably available to them to the Settlement Administrator so that the Settlement Administrator may deliver the Court-approved notice to the members of the Nationwide Class and the Subclass. Notices shall be sent by United States mail to Class Members, forwarding requested. Prior to mailing, the Settlement Administrator shall take reasonable steps to update addresses.

2.3.2 *Web Page.* Within 10 days of an Order preliminarily approving the Agreement (or in any different manner set forth by the Court in its Preliminary Approval Order), Class Counsel and/or the Settlement Administrator shall create a webpage that contains at least the following material:

- a. A description of the Action, including a summary of the litigation.
- b. The Nationwide Class and Subclass definitions.

- c. A timeline and schedule of events, including deadlines for submitting claims and objecting.
- d. How to contact Class Counsel for additional information.
- e. Settlement documents, or links to documents, including:
 - i. Class Notice;
 - ii. Instructions to file claims;
 - iii. Motions for preliminary approval; and
 - iv. All court orders on preliminary approval.
- f. Litigation documents, or links to documents, including:
 - i. Plaintiff's Complaint and any materials filed with the Complaint.
- g. Updates. The webpage shall be updated as the following become available:
 - i. Class Counsel's application(s) for attorney's fees, costs, and Case Contribution Award (with all supporting materials); and
 - ii. Motion(s) for Final Approval of the Settlement (including any objections and Class Counsel's response to those objections).

2.4 *Final Court Approval.* An order issued by the Court, after consideration of additional information and materials provided by Class Counsel and counsel for Rapid and Axiom and Objections received from Class Members or their representatives, that (1) approves the proposed Settlement among the Parties and finds that it is fair, reasonable, and adequate; (2) rules on Class Counsel's requests for attorney's fees, reimbursement of costs, and payment of a Case Contribution Award; (3) determines that fair and adequate notice regarding the Settlement and the right to Opt-Out of the Settlement was provided to members of the Nationwide Class and Subclass; and (4) enters judgment that includes a dismissal of the claims of Plaintiff, the Nationwide Class, and the Subclass against

Rapid and Axiom with prejudice and without an award of costs or fees other than as provided under the Agreement and that identifies and excludes from the judgment Class Members who Opt-Out of the Settlement. This will be referred to as the "Final Approval Order."

- 2.5 *Resolution of an Appeal.* If an appeal is taken from the Final Approval Order, then the resolution of the appeal via either (1) an Appellate Court ruling affirming the Final Approval Order or (2) the entry of a dismissal of the appeal.
- 2.6 *No Appeal.* If no appeal is taken from the Final Approval Order, then the effective date is the expiration of the time for any appeal.
- 2.7 *CAFA Notice.* Defendants shall provide notice of this Settlement as required by 28 U.S.C. § 1715 within ten (10) days after the proposed Settlement is filed with the Court. The Parties agree that the Court shall not enter the Final Approval Order until at least ninety (90) days after the notices required by 28 U.S.C. § 1715 have been served.

3. *Releases.*

- 3.1 *Releases of the Defendant Releasees.* Upon the Effective Date of Settlement, Plaintiff, on her own behalf and, to the fullest extent permitted by law, on behalf of the Class Members who did not Opt-Out of this Settlement, and the Releasers, absolutely and unconditionally release and forever discharge Defendant Releasees from any and all charges, complaints, claims, demands, debts, obligations, attorneys' fees, liens, expenses, costs, actions, damages and remedies, liabilities, and causes of action of every nature, character, and description, whether arising under federal, state, or local law or under a constitutional provision, statute, regulation, rule, contract, or common law, whether or not now known, asserted or unasserted, suspected or unsuspected, fixed or contingent, or claimed against the Defendant Releasees that may have accrued from the beginning of time until the end of the class period that relate to the conduct, omissions, duties or matters that were or could have been alleged in the Action involving release cards and release card fees ("Released Claims"). This Paragraph constitutes a waiver of any statutory provision, right or benefit of any state or territory of the United States or any jurisdiction, and any principle of common law, at law or in equity, that prohibits the waiver of unknown claims.
- 3.2 *Class's Covenant Not to Sue.* Class Members who did not Opt-Out of this Settlement covenant not to sue Defendant Releasees for any and all Released Claims and are enjoined and barred from asserting any

Released Claims. The foregoing, however, does not prohibit Plaintiff or Class Members from enforcing the terms of the Agreement.

- 3.3 *Opt-Outs.* Class Members who timely Opt Out will not be bound by the release and will retain any individual rights they may have, subject to any defenses Defendants may assert.
- 3.4 *Rapid's and Axiom's Releases of Plaintiff, Class Members, and Class Counsel.* Upon the Effective Date of Settlement, Rapid and Axiom, to the full extent permitted by law, absolutely and unconditionally release and forever discharge the Plaintiff, the Class Members (except for Class Members who Opt-Out of this Settlement), and Class Counsel from any and all claims based on the institution or prosecution of the Action.
- 3.5 *Defendants' Covenant Not to Sue.* Rapid and Axiom covenant not to sue Plaintiff, the Class Members who do not Opt-Out, and Class Counsel for claims relating to institution or prosecution of the Action. The foregoing, however, does not prohibit Rapid or Axiom from enforcing the terms of the Agreement.

4. *Representations and Warranties.*

- 4.1 *Plaintiff.* Plaintiff represents and warrants that she has not assigned or otherwise transferred any interest in any of the Released Claims against any Defendant Releasees, and further covenants that she will not assign or otherwise transfer any interest in such claims.

Plaintiff represents that she has no knowledge of conflicts or other personal interests that would in any way impact her representation of the Class Members in connection with the execution of this Agreement.

- 4.2 *The Parties.* The Parties, and each of them, represent and warrant they are voluntarily entering into this Agreement as a result of arm's length negotiations; in executing this Agreement they are relying upon their own judgment, belief and knowledge, and the advice and recommendations of their own counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof. The Parties, and each of them, represent and warrant that they have carefully read the contents of this Agreement; they have made such investigation of the facts pertaining to the Settlement, this Agreement, and all of the matters pertaining thereto as they deem necessary or appropriate; and this Agreement is signed freely

by each person executing this Agreement on behalf of each party. Each individual executing this Agreement on behalf of any other person does hereby represent and warrant to the other Parties that they have the authority to do so.

5. ***No Admission of Liability.*** The Parties understand and agree that this Agreement is a compromise that settles disputed claims, and nothing herein shall be deemed to constitute an admission of any liability or wrongdoing by either of Rapid or Axiom or any of the Defendant Releasees. Neither the fact nor the terms of this Agreement shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or arising out of or relating to the Final Approval Order and motions for preliminary and final approval. Nothing in this agreement will be construed as Defendants' acknowledgement or agreement that any funds paid to class members constitute a return of fees paid to any Defendant or that any applicable law would require a return of any fees paid to any Defendant to class members.
6. ***Opt-Outs.***
 - 6.1 ***Exclusion Letters.*** A Class Member who wishes to exclude themselves from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to Class Counsel and/or the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the deadline set by the Court to Opt-Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude themselves from the Agreement, and shall be signed and dated.
 - 6.2 ***Dissemination of Exclusion Letters.*** The Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendants' Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the

original Exclusion Letters available to Class Counsel, Defendants' Counsel and/or the Court upon two (2) court days' written notice.

7. *Objections.*

- 7.1 *Permitted Objections.* Any Class Member, other than a Class Member who opted out of the Action or who timely submits an Exclusion Letter, may object to this Agreement.
- 7.2 *Form of Objection.* To be valid and considered by the Court, the objection must be in writing and sent by first-class mail, postage pre-paid, to the Settlement Administrator and Class Counsel. The objection must be postmarked on or before the deadline to object set by the Court, and must include the following information:
 - 7.2.1 A heading referring to *Hall v. Rapid, et al.*, No. 3:25-cv-05039-BHS, in the United States District Court for the Western District of Washington;
 - 7.2.2 The objector's name, address, telephone number, the name of the facility, including the state, where the objector received a Release Card, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;
 - 7.2.3 A statement of the reasons for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and
 - 7.2.4 A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.
- 7.3 *Filing Objections.* Class Counsel shall file any responses to objections at least seven (7) days prior to the Final Approval Hearing Date.
- 7.4 *Costs.* Any objector who retains counsel shall be solely responsible for paying their own attorney's fees and costs.
- 7.5 *Waiver.* Any objector who fails to comply with the provisions herein shall waive and forfeit any and all rights to appear and/or object

separately and shall be bound by the terms of this Agreement and the orders and judgments of the Court.

8. *Qualified Settlement Fund.*

- 8.1 *Payment of Settlement Amount.* Rapid and Axiom shall pay the Settlement Amount into an account established for that purpose by the Settlement Administrator.
 - 8.1.1 Within thirty (30) days of the Preliminary Approval Order, Defendants shall cause such portion of the Settlement Amount to be paid into the Settlement Fund that is necessary to effectuate the Class Notice as directed by the Preliminary Approval Order; and
 - 8.1.2 Within ten (10) business days of the Effective Date, Defendants shall cause the remaining amount (\$4,200,000 less the amount Defendants paid under Section 8.1.1) of the Settlement Amount to be paid into the Settlement Fund.
 - 8.1.3 Plaintiff, Rapid, and Axiom agree that the amounts held in the account will be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* All funds held by the Settlement Administrator in the qualified settlement fund shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.
- 8.2 *Payments from Settlement Amount.* The Settlement Amount shall be used to make payments to (1) Class Members who file valid claims, (2) attorney’s fees and costs payable to Class Counsel, (3) a Case Contribution award to Plaintiff, (4) costs of providing the notice and claims administration for the Settlement, including payments to the Settlement Administrator, (5) taxes and preparation of tax returns, and (6) *cy pres* awards, if granted by the Court pursuant to Section 9.3. Under no circumstances will Rapid or Axiom be obligated to make any further contributions to the Settlement Amount it being the Parties’ mutual intent that the \$4,200,000 contributed by Defendants as the Settlement Amount is an “all in” payment by Defendants.
- 8.3 *Payments of taxes.* The Settlement Administrator or its designee is responsible for filing tax returns and related forms, if necessary, for income earned on the Settlement Amount. Any required federal or state taxes will be paid from the Settlement Amount without further order or approval of the Court. Defendant Releasees shall not have any liability or responsibility for tax expenses or filing of tax returns.

- 8.4 *Tax Reporting.* Class Members shall be responsible for their own tax reporting of payments received under the terms of this Agreement.

9. *Distribution of Settlement Fund.*

- 9.1 *Payments.* Payments to Class Members who did not Opt-Out and filed valid claims shall be made from the Settlement Amount remaining after deducting the (1) attorney's fees and costs payable to Class Counsel approved by the Court, (2) a Case Contribution award payable to Plaintiff approved by the Court, (3) costs of providing the notice and claims administration for the Settlement, including payments to the Settlement Administrator, and (4) amounts paid or held in reserve for taxes, preparation of tax returns, and expenses of mailing checks to Class Members.
- 9.2 *Amount of Claim.* Each Class Member who submits a valid claim shall be eligible to receive (1) a minimum award of \$15, plus (2) three times the fees incurred on the Release Card(s) received by the Class Member upon release. With respect to inactivity fees, "fees incurred on the Release Card" shall be calculated as if the Defendants' February 3, 2026 reloading of funds did not occur.
- 9.2.1 If sufficient funds exist after the deductions set forth in Section 9.1, then those claims shall be paid at 100%. However, if insufficient funds exist, then each Class Member's claim shall be paid on a *pro rata* basis with all other claimants. Under no circumstances will Rapid or Axiom be obligated to make any further contributions to the Settlement Amount.
- 9.3 *Cy Pres.* Any funds remaining after all deductions have been taken under Section 9.1, and 90 days after all payments determined by Section 9.2 have been mailed to Class Members who submitted valid claims, shall be paid in equal shares to four *cy pres* recipients, Human Rights Defense Center (HRDC), Public Justice, Center for Employment Opportunities (CEO), and Defy Ventures, Inc., all of which are subject to approval by the Court.
- 9.4 *No Reversion.* In no event shall any portion of the Settlement Amount revert to Rapid or Axiom.
- 9.5 *Final Report to the Court.* Within one hundred and twenty (120) days after the Effective Date, Class Counsel shall submit to the Court a Final Report, setting forth: (1) the amounts paid to Class Members by the Settlement Administrator; (2) the total amount of money

unpaid to Class Members; and (3) the payment to the Court-approved *cy pres* recipients.

10. *Inactivity Fee Payment and Agreements.*

- 10.1 The Parties acknowledge that on or about February 3, 2026, Defendants reloaded \$2,138,557.48 in inactivity fees that had been collected by Defendants onto the release cards of Class Members.
- 10.2 Upon Final Approval, Defendants shall have the unconditional right to recoup any such funds that remain on any release cards of Class Members. Class Members shall be entitled to make a claim under Section 9.2 for \$15 plus three times those (and any other) fees.
- 10.3 Defendants agree that they will implement the following practices to their payment program: (1) no inactivity fees will be charged until 365 days of inactivity have passed; (2) a one-time issuance fee will be charged in lieu of maintenance fees, which will no longer be charged; (3) Defendants will provide clear notice to any cardholders of alternative payment options via the cardholder agreement attached to and provided to cardholders at the time of the card's issuance. Defendants also will promptly revise cardholder agreements, webpages, and other descriptions of terms and conditions to reflect these changes.
- 10.4 Nothing in this Section 10 shall be construed to permit Defendants to violate any provision of the Electronic Funds Transfer Act and/or Regulation E. Plaintiff and the Settlement Class do not admit that the program changes made by Defendants make its release card program fully EFTA-compliant.

11. *Grounds for Termination of Agreement.*

- 11.1 *Court Rejection.* If the Court declines to preliminarily or finally approve the Settlement in accordance with this Agreement, then this Agreement will terminate and become null and void, unless otherwise stipulated by the Parties.
- 11.2 *Court of Appeals Reversal.* If the Court of Appeals reverses the Court's order approving the Settlement, this Agreement will terminate and will become null and void, unless otherwise stipulated by the Parties.
- 11.3 *Supreme Court Reversal.* If the Supreme Court of the United States reverses the Court's order approving the Settlement, then this

Agreement shall automatically terminate and thereupon become null and void, on the 31st day after issuance of the Supreme Court's mandate.

11.4 *Pending Appeal.* If an appeal is pending of an order declining to approve the Settlement, this Agreement shall not be terminated until final resolution or dismissal of any such appeal, except by written agreement of the Parties.

11.5 *Termination Option.* Rapid and Axiom shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members Opt-Out. Rapid and Axiom shall notify Class Counsel and the Court of their intent to terminate this Agreement pursuant to this Section 11.5 within ten (10) business days after the Court's deadline to Opt-Out, or the option to terminate shall be considered waived.

12. *Consequences of Termination.* If the Agreement is terminated or rendered null and void for any reason, then the following shall occur unless otherwise stipulated by the Parties:

12.1 *Reversion of Action.* The Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

12.1.1 Neither the Agreement terms nor any publicly disseminated information regarding the Agreement including, without limitation, the Notice, court filings, orders, and public statements relating to the Agreement, may thereafter be used as evidence for any purpose whatsoever.

12.1.2 The fact of, and any documents, findings, decisions, or orders relating to any failure of a court to approve the Agreement or any modifications or amendments of the Agreement, as well as the fact and content of any objections which may have been filed to the Agreement, may not be used as evidence for any purposes whatsoever.

12.2 *Releases and Terms Void.* All Releases given or executed pursuant to this Agreement shall be null and void and none of the terms of the Agreement shall be effective or enforceable.

12.3 *Payment Return.* If, at the time of termination, Rapid and Axiom have paid the Settlement Amount into an account established for that purpose by the Settlement Administrator as set forth in Section 8.1, then the Settlement Administrator shall return the remaining balance of the Settlement Amount to Rapid and Axiom within 15 days of the termination.

13. *Attorney's Fees, Litigation Expenses, and Case Contribution Awards.*

13.1 *Attorney's Fees.* Class Counsel shall apply to the Court for attorney's fees to be paid from the Settlement Amount under the common fund/common benefit doctrine. Class Counsel may ask for an award of up to, but not exceeding 30%, of the common fund/common benefit. The Parties acknowledge that any application for attorney's fees is subject to review and approval by the Court.

13.2 *Litigation Costs.* Class Counsel's out-of-pocket litigation costs and expenses shall be reimbursed out of the Settlement Amount, subject to the Court's review and approval.

13.3 *Case Contribution Award.* The Parties acknowledge that Plaintiff may request that the Court award her a Case Contribution Award. The Parties acknowledge that any application for a Case Contribution Award is subject to the Court's review and approval. Any Case Contribution Award approved by the Court will be paid from the Settlement Amount.

14. *Press Release.* Outside of required disclosures to the Court, the Nationwide Class, and the Subclass, Plaintiff and Class Counsel will not advertise or otherwise pursue media coverage of the settlement terms except that Class Counsel may disclose the Settlement as part of updates regarding the Action on their website.

15. *Miscellaneous*

15.1 *Settlement Administrator.* The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement. The Settlement Administrator shall have the following duties and obligations:

15.1.1 The Settlement Administrator shall maintain a database showing addresses to which each Notice was sent and any Notices that were not delivered. A summary report of the Notice shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The

database maintained by the Settlement Administrator regarding the Notice shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party without a court order.

15.1.2 The Notices shall be in a form approved by the Court. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

15.1.3 The Settlement Administrator shall also maintain a Settlement website providing important information to Class Members, including access to the Notice. The Settlement Administrator is solely responsible for the content on, and administration of that website, and the Settlement Administrator is responsible for ensuring proper security of the website.

15.1.4 All costs associated with publishing, mailing, and administering the Notice, and all costs of administration, including, but not limited to, the Settlement Administrator's fees and costs shall be paid from the Settlement Amount.

15.1.5 The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendants' Counsel, or either of them, at their own cost, shall receive a complete digital copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies.

15.2 *Dispute Resolution.* The Parties agree that any dispute regarding the terms, conditions, releases, enforcement or termination of this Agreement shall be resolved through mediation before a representative from Judicial Dispute Resolution in Seattle, Washington. If mediation is unsuccessful, any dispute regarding the terms, conditions, releases, enforcement or termination of this Agreement shall be resolved through binding arbitration in Seattle, Washington with a representative from Judicial Dispute Resolution

as the arbitrator, provided the arbitrator did not act as the mediator, unless the Parties agree to an alternative.

- 15.3 *Governing Law.* This Agreement shall be governed by the laws of the State of Washington without regard to conflict of law principles.
- 15.4 *Severability.* In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
- 15.5 Notwithstanding any other provision of this Agreement, any order of the Court regarding Class Counsel's request for attorney's fees and expenses, the Case Contribution Award to Plaintiff, or the identity of the recommended *cy pres* recipients is neither material to, nor part of the Agreement, and shall not operate to terminate or cancel the Agreement, or affect or delay the judgment approving this Agreement from becoming final. Neither a modification nor reversal on appeal of any order of the Court regarding the Class Counsel's request for attorney's fees and expenses, Plaintiff's Case Contribution Award, or the identity of the recommended *cy pres* recipients shall constitute grounds for any Party to cancel, terminate, or withdraw from the Agreement.
- 15.6 *Amendment.* Before entry of the Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following entry of the Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed on behalf of all Parties and approved by the Court unless otherwise permitted by the Court.
- 15.7 *Waiver.* The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
- 15.8 *Construction.* None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision thereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause the provision to be construed against the drafter thereof.

- 15.9 *Principles of Interpretation.* The following principles of interpretation apply to this Agreement:
- 15.9.1 *Headings.* The headings herein are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- 15.9.2 *Singular and Plural.* Definitions apply to the singular and plural forms of each term defined.
- 15.9.3 *References to a Person.* References to a person include references to an entity, and include successors and assigns.
- 15.10 *Survival.* All representations, warranties and covenants set forth herein shall be deemed continuing and shall survive the Effective Date of Settlement.
- 15.11 *Entire Agreement.* This Agreement contains the entire agreement among the Parties relating to this Settlement and supersedes any and all prior verbal and written communications regarding the Settlement.
- 15.12 *Counterparts.* This Agreement may be executed by exchange of executed faxed or PDF signature pages, and any signature transmitted in such a manner shall be deemed an original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.
- 15.13 *Binding Effect.* This Agreement binds and inures to the benefit of the Parties hereto, their assigns, heirs, administrators, executors, and successors-in-interest, affiliates, benefit plans, predecessors, and transferees, and their past and present shareholders, officers, directors, agents, and employees.
- 15.14 *Further Assurances.* Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith promptly execute and deliver such other documents and take such other actions as may be necessary to consummate the subject matter and purpose of this Agreement.
- 15.15 *Tax Advice Not Provided.* No opinion or advice concerning the tax consequences of the Settlement Agreement has been given or will be given by Class Counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. The tax obligations, if any,

of the Class Members and the determination thereof are the sole responsibility of each Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each Class Member.

15.16 *Arm's Length, Materiality.* The Parties have negotiated all of the terms and conditions of this Agreement at arm's length. All terms and conditions are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

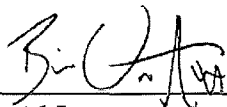
16. **Notification.** Any notice to be given to Class Counsel, Plaintiff, and/or the Settlement Administrator shall be sent by email as follows:

Richard E. Spoonemore
Eleanor Hamburger
SIRIANNI YOUTZ
SPOONEMORE HAMBURGER PLLC
3101 Western Avenue, Suite 350
Seattle, WA 98121
rick@sylaw.com
ele@sylaw.com

Any notice to be given to Rapid or Axiom under the terms of this Agreement shall be sent by email as follows:

Robert J. Hoffman
Randall T. Thomsen
Shane P. Cramer
BRYAN CAVE LEIGHTON PAISNER LLP
999 Third Avenue, Suite 4400
Seattle, WA 98104
bob.hoffman@bclplaw.com
randall.thomsen@bclplaw.com
shane.cramer@bclplaw.com

SIGNATURES:



Rapid Investments, LLC, d/b/a Rapid
Financial Solutions, d/b/a Release
Pay

By: William Van Asselt

Its: Secretary

Date: June 24, 2026

Axiom Bank

By: _____

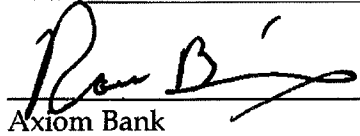
Its: _____

Date: _____

Ashley Hall

Date: _____

Date: _____


Axiom Bank

By: Ross Breunig

Its: CEO

Date: June 30th 2026

Ashley Hall
Date: _____

Date: _____

Axiom Bank

By: _____

Its: _____

Date: _____

Ashley Hall

Date: 06/24/2026