

DECLARATION OF CONSENT TO SUBSTITUTION

1. FUNDER

Name			
Address	Street/P.O. Box		
	City	State	Zip
Telephone		Email	

2. IDENTIFIED SETTLEMENT CLASS MEMBERS

The Funder has made advances of cash—which remain unsatisfied—to each of the Settlement Class Members identified on the list attached as **Exhibit A**, which includes at least: (a) names of Settlement Class Members; (b) the last four digits of their Social Security Numbers; (c) names of their lawyers or law firms, if applicable; (d) the amounts paid to or on behalf of each Settlement Class Member; and (e) the dates each advance was paid. This Exhibit A must be submitted as an Excel worksheet on a template provided by the Claims Administrator and must provide sufficient information to allow the Claims Administrator to identify each listed Settlement Class Member. The Funder is responsible for updating this list—and providing the Claims Administrator with an updated version—whenever any information in the list changes. For instance, if a Settlement Class Member satisfies the amount owed to a Funder, the Funder must remove the Settlement Class Member from the list and provide an updated version to the Claims Administrator.

3. SUBSTITUTED TERMS

By signing this form, the Funder agrees that all transactions identified in Exhibit A—if not already loans—will be treated as loan transactions with the following terms:

- (a) The loan amount will be the principal amount paid to the Settlement Class Members or on his/her behalf under the original transaction listed in Exhibit A. This does not include transaction fees, which may have been subtracted from the total purchase price or advance amount as contemplated in the original transaction's documents.
- (b) The interest rate on the loan(s) will be 10% based on a simple interest rate from the date the Funder paid the principal amount described in Section 3(a) to the Settlement Class Member or to a third-party on the Settlement Class Member's behalf, and shall continue until the loan is paid. However, if the original transaction was already structured as a loan transaction with simple interest of less than 10%, the simple interest rate will remain at its original level.
- (c) The loan transaction(s) will be non-recourse and for each, the only collateral will be the Settlement Class Member's Monetary Award payment, when and if the Settlement Class Member receives one. The Funder agrees that it will not bring any action related to the loan transaction(s) as long as the Settlement Class Member(s) accept the substituted terms described in this Section 3.

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A copy of this Declaration will be on file with the Claims Administrator. After the Claims Administrator has issued a Final Decision¹ to a Settlement Class Member identified on Exhibit A, and provided the Settlement Class Member has consented, the Claims Administrator will contact the Funder to provide the form of Termination and Release Agreement in use at that time. The Funder will complete the Termination and Release Agreement and return it to the Claims Administrator within thirty-days of receipt. The Claims Administrator will then send the Termination and Release Agreement to the Settlement Class Member (and his/her lawyer, if represented) for review and signature. This Declaration will become an Exhibit to the Termination and Release Agreement. By signing the Termination and Release Agreement, the Settlement Class Member will confirm his/her agreement to accept the substitution of terms contemplated in this Declaration.

4. SIGNATURE

By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that (1) I am authorized to sign this Declaration on behalf of the Funder; and (2) all information provided in this Declaration is true and correct to the best of my knowledge, information and belief.

Signature	
Name	
Title	
Date	

¹ A "Final Decision" means the moment in time when it becomes clear that a Notice of Monetary Award has been issued and either (1) no appeals were filed before the window for filing appeals closed or (2) all appeals of the Monetary Award have been resolved.